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REPORTS

FROM

COMMITTEES:

EIGHT VOLUMES.

—*(1.)*—

ARCTIC EXPEDITION;
BARNSTAPLE ELECTION; BILLS OF EXCHANGE;
DOWNING STREET PUBLIC OFFICES;
EXPIRING LAWS; LAND IMPROVEMENT COMPANIES;
LIVERPOOL AND BIRKENHEAD DOCKS;
LOAN FUND SOCIETIES, IRELAND; LONDON WRIT;
METROPOLITAN BUILDINGS;
MILITIA ESTIMATES; OFFICE OF SPEAKER;
PRIVATE BILLS;
RAILWAY AND CANAL BILLS; STANDING ORDERS REVISION.

Session

12 *December* 1854 —— 14 *August* 1855.

VOL. VII.

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MINUTES OF EVIDENCE

TAKEN BEFORE THE

SELECT COMMITTEE

ON

BARNSTAPLE ELECTION PETITION;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
6 *March* 1855.

Martis, 20° *die Februarii*, 1855.

NAMES of the Members of the Select Committee appointed to try and determine the matter of the Petition complaining of an undue Election and Return for the Borough of Barnstaple:

Sir John Hanmer, Bart.	Henry Danby Seymour, Esq.
Marquis of Blandford.	Lord Lovaine.

Chairman: GEORGE MEDD BUTT, Esq.

Mercurii, 21° *die Februarii*, 1855.

Ordered, THAT the Petition and List relative to the said Election be referred to the Committee.

Ordered, That the Committee do meet To-morrow, in one of the committee-rooms of the House, at the hour of One o'clock in the forenoon.

REPORT.

MR. G. M. BUTT, from the SELECT COMMITTEE appointed to try and determine the Matter of the Petition of WILLIAM TITE, complaining of an undue Election and Return for the Borough of *Barnstaple*, informed The House that the Committee had determined:

THAT Richard Samuel Guinness, Esquire, is duly elected a Burgess to serve in this present Parliament for the Borough of *Barnstaple*.

That John Laurie, Esquire, is not duly elected a Burgess to serve in this present Parliament for the Borough of *Barnstaple*.

That the last Election for the said Borough, so far as regards the Return of John Laurie, Esquire, is a void Election.

2 *March* 1855.

PROCEEDINGS OF THE COMMITTEE.

Jovis, 22° die Februarii, 1855.

Names of the Members called over; all present.

Room cleared.

The Committee deliberated, and agreed to the following Resolutions:—

1. "That Counsel will not be allowed to go into matters not referred to in their opening statement, without a special application to the Committee for permission to do so.

2. "That if costs be demanded by either party, under the 11 & 12 Vict. c. 98, the question must be raised immediately after the decision on that particular case, unless the Committee shall otherwise decide.

3. "That the Committee expect that, with respect to cases of bribery, which it is intended to bring home to the Sitting Members, or their agents, the Counsel for the Petitioner will now state the names of the electors bribed, and those of the persons who actually gave the bribes.

4. "The Committee, however, reserve to themselves a power, upon the special application of Counsel, to proceed with any case which tends to inculpate any principal or agent, the knowledge of which case has been brought out before the Committee in the progress of the investigation, and of the circumstances of which the parties could not be reasonably supposed to have been previously cognizant.

5. "That with respect to treating, the Committee will expect Counsel to state the times and places where such treating is alleged to have taken place.

6. "The Committee, however, reserve to themselves a discretionary power, as in cases of bribery.

7. "That no person shall be examined as a witness who shall have been in the room during any of the proceedings (with the exception of the agents, whose names shall be handed in), without special leave of the Committee."

Parties called in, and informed of the above Resolutions.

The Petition of *William Tite*, a candidate, complaining of the undue election and return of *John Laurie* and *Richard Samuel Guinness*, Esquires, for the Borough of Barnstaple, was read.

Counsel for the Petitioner: Mr. Serjeant *Kinglake*, Mr. *Edwin James*, Q. C., Mr. *E. M. Kelly*.

Agents: Messrs. *Bircham*, *Dalrymple*, and *Drake*, Mr. *William Durrant Cooper*, Mr. *John Barry*, and Mr. *Edward Carter*.

Counsel for the Sitting Member, John Laurie, Esq.: Mr. *Macaulay*, Q. C., Mr. *W. H. Cooke*.

Agents: Messrs. *Holmes*, *Anton*, and *Turnbull*.

Counsel for the Sitting Member, Richard Samuel Guinness, Esq.: Mr. *Slade*, Q. C., Mr. *Hickey*, Mr. *Lempriere*.

Agents: Mr. *Carnsew*, Mr. *Bremridge*, Mr. *Savile*.

Mr. Serjeant *Kinglake* opened the case on behalf of the Petitioner.

The Short-hand Writer was sworn by the *Chairman*.

James Richard Naylor, chief clerk in the Crown Office, sworn, examined by Mr. *James*. Produced writ and return, and put in three poll-books relative to the election for the Borough of Barnstaple held in 1852; and also produced writ and return, and put in three poll-books relative to the election for the same Borough held in 1854.

The two following entries in the Journals of The House of Commons of the 21st April 1853, being a portion of the Report from the Select Committee appointed to try and determine the matter of a Petition complaining of an undue election and return for the Borough of Barnstaple in the year 1852, were put in and read:

The

"That Sir William Augustus Fraser, Baronet, and Richard Bremridge, Esquire, are not duly elected Burgesses to serve in the present Parliament for the Borough of Barnstaple.

"That the last election for the said Borough is a void election."

The *Committee* directed Counsel for the Petitioner to proceed with the allegation in the Petition with reference to the qualification of Mr. Guinness.

Edward Carter, sworn, examined by Mr. *James*. Produced a notice to produce certain documents served on Mr. Carnsew, as agent for Mr. Guinness.

Produced and put in an examined copy of the declaration of qualification made by Mr. Guinness on the 17th day of August 1854, at the request of two registered electors, together with a certificate of the Mayor of Barnstaple annexed thereto, and deposited in the Petty Bag Office.

[Adjourned till To-morrow, at Eleven o'clock.

Veneris, 23° *die Februarii*, 1855.

Names of the Members called over; all present.

Mr. Serjeant *Kinglake* called on Mr. *Slade* to produce, under notice, the deed out of which the qualification of Mr. Guinness arises.

The deed, which bore date of 20th April 1853, was produced, put in, and read.

Richard Samuel Guinness, one of the Sitting Members, sworn, examined by Mr. Serjeant *Kinglake*.

Mr. Serjeant *Kinglake* called for a deed made between Richard Leeson and Mr. Guinness.

The deed, bearing date August 1st, 1854, was produced, put in, and read.

The Committee adjourned for the space of one hour.

On their reassembling,

R. S. Guinness further examined by Mr. Serjeant *Kinglake*.

Room cleared. Committee deliberated,

Parties again called in. The *Chairman* intimated to the Counsel for the Petitioners that it was the opinion of the Committee that the qualification of the Sitting Member could not be disputed upon the evidence given.

Mr. Serjeant *Kinglake* stated that, after the intimation of the Committee, he would proceed with another branch of the case with reference to the qualification of Mr. Guinness.

Cornelius Ward, sworn, examined by Mr. Serjeant *Kinglake*. Produced attested copy of recognizance of Mr. Guinness and sureties, dated 22d July 1837, in O'Connor *v.* Malone, amount 22,000 *l.*; an attested copy of bill in same cause; an answer of the parties in same cause; supplemental bill in Carr *v.* O'Connor, filed 18 April 1839; an answer to the same; an attested copy of an order made in these causes, dated 25 June 1840; an examined copy of an account passed in these causes, with affidavit annexed, signed by Mr. Guinness; an examined copy of bill in Farquhar *v.* Langford, filed 3 April 1834; attested copy of recognizance of Mr. Guinness and sureties, dated 20 November 1835, in Farquhar *v.* Langford, amount 450 *l.*; an examined copy of bill in Hone *v.* Langford, filed 22 January 1836; an answer to the same, filed 16 May 1841; an examined copy of petition, of W. Scoles and W. King, petitioners, and Lord Langford, presented 2 June 1836; an attested copy of recognizance of Mr. Guinness and sureties, dated 18 September 1838, in Hone *v.* Langford, amount 2,500 *l.*; an examined copy of last account in that cause, and Master's certificate, and affidavit of Mr. Guinness, sworn 5 January 1849; an examined copy of affidavit of Mr. Guinness, made 17 December 1851, in O'Connor *v.* Malone, and Carr *v.* O'Connor; an examined copy of order of court in that cause, dated 16 January 1852; examined copies of four certificates of registration of recognizances, under the hand of the Registrar of Judgments.

These documents were put in and read in part.

R. S. Guinness cross-examined by Mr. *Slade*; re-examined by Mr. Serjeant *Kinglake*.

Mr. *Kelly* summed up the evidence on this part of the case, but had not concluded his address when the Committee.

[Adjourned till To-morrow, at Eleven o'clock.

Sabbati, 24° die Februarii, 1855.

Names of the Members called over; all present.

R. S. Guinness further examined by the *Committee.*

Mr. *Kelly* concluded his summing up of the evidence, which, he contended, fully established the non-qualification of Mr. Guinness.

Mr. *Slade* addressed the Committee on behalf of Mr. Guinness, in support of the sufficiency of his qualification.

Mr. *Hickey* followed on the same side.

Room cleared. Committee deliberated.

Resolved, "That the evidence given before the Committee has not established the want of qualification alleged in the Petition in the case of Mr. Guinness."

Parties called in, and informed of the above Resolution.

[Adjourned till Monday, at Eleven o'clock.

Lunæ, 26° die Februarii, 1855.

Names of the Members called over; all present.

James Jerwood, sworn, examined by Mr. Serjeant *Kinglake.* Produced several documents connected with his duties of Election Auditor at the last Election, and amongst them a letter from Howard Meynard to the witness, dated 2 January 1855.

Mr. Serjeant *Kinglake* proposed to have such letter read.

Mr. *Macaulay* objected to the letter being read.

Mr. *Slade* made a similar objection.

Mr. Serjeant *Kinglake* was heard in answer to the objection.

Mr. *Macaulay* and Mr. *Slade* were heard in reply.

Room cleared. Committee deliberated.

Resolved, "That the letter be read."

Parties called in, and informed of such Resolution.

The letter was read.

J. Jerwood further examined by Mr. Serjeant *Kinglake.* Produced several other letters and documents, which were put in, and read. Cross-examined by Mr. *Macaulay*; cross-examined by Mr. *Slade.*

Howard Meynard, sworn, examined by Mr. *Kelly*; cross-examined by Mr. *Macaulay.*

Mr. Serjeant *Kinglake* called, as a witness, Mr. Laurie, one of the Sitting Members.

Mr. *Macaulay* objected to Mr. Laurie being sworn, as he was not a competent or compellable witness in this case, on the ground that the allegation under consideration consisted of a charge against Mr. Laurie, which involved an indictable offence.

Mr. Serjeant *Kinglake* was heard in answer to the objection.

Mr. *Macaulay* was heard in reply.

Room cleared. Committee deliberated.

Resolved, "That upon the distinct head of the Petition now under consideration, namely, whether the said Mr. Laurie procured his election and return by means of a corrupt bargain or agreement, as alleged therein, he is not compellable to give evidence."

Parties called in, and informed of the above Resolution.

[Adjourned till To-morrow, at Eleven o'clock.

Martis,

Martis, 27° die Februarii, 1855.

Names of the Members called over; all present.

Henry Tucker Clack, sworn, examined by Mr. Serjeant *Kinglake.*

Robert Peter Laurie, sworn, examined by Mr. Serjeant *Kinglake.*

Charles Henry Hulse, sworn, examined by Mr. Serjeant *Kinglake.*

John Woolmore Duncan, sworn, examined by Mr. Serjeant *Kinglake*; cross-examined by Mr. *Macaulay.*

George Fuller, sworn, examined by Mr. *James*; cross-examined by Mr. *Macaulay*; re-examined by Mr. *James.*

James William Vivian was called, but did not answer.

Mr. Serjeant *Kinglake* stated that this witness, who was most material for the case of the Petitioner, was keeping out of the way to avoid service of a summons, directing him to attend this Committee; and applied to the Committee to report the circumstances to The House, and to move for an adjournment until Friday next, for the purpose of procuring his attendance. He would call witnesses to prove the steps which had been taken to secure the attendance of the witness.

William Richard Drake, sworn, examined by Mr. Serjeant *Kinglake*; cross-examined by Mr. *Macaulay.*

William Johnson, sworn, examined by Mr. Serjeant *Kinglake*; cross-examined by Mr. *Macaulay.*

James Poigndestre, sworn, examined by Mr. Serjeant *Kinglake*; cross-examined by Mr. *Macaulay.*

John Toller, sworn, examined by Mr. Serjeant *Kinglake*; cross-examined by Mr. *Macaulay.*

Mr. *Macaulay* was heard against the application of Mr. Serjeant Kinglake for a report to the House, but stated that if the Committee would move for leave to adjourn till Friday, every effort should be made by his clients to produce the witness.

Mr. Serjeant *Kinglake* stated that he was satisfied with this assurance by Mr. Macaulay and would not now press the Committee to report to The House.

The *Chairman* thereupon left the committee-room, and proceeded to The House, and moved for, and obtained leave for the Committee to adjourn till Friday next.

On his return to the committee-room, the Committee

[Adjourned till Friday next, at Eleven o'clock.

Veneris, 2° die Martii, 1855.

Names of the Members called over; all present.

Mr. *James* stated that the Petitioners did not intend to proceed any further with the case as against Mr. Guinness.

James William Vivian, sworn, examined by Mr. *James.*

On this question being put to the witness, "Did you at any time show Mr. Fuller a paper or memorandum?" The witness declined to answer the question, on the ground that his answer might be perverted to criminate himself.

Mr. *James* submitted that the question must be answered.

Mr. *Cooke* contended that the witness ought not to be compelled to answer the question.

Room cleared. Committee deliberated.

Resolved, "That the question may be put."

Parties called in, and informed of the above resolution.

J. W. Vivian further examined by Mr. *James.*

Henry Carnsew, sworn, examined by Mr. *James.*

During his examination the witness, by direction of the Committee, withdrew in company with the messenger, for the purpose of searching in his office for a certain document.

George Fuller, further examined by the *Committee.*

Henry Carnsew, further examined by Mr. *James*; cross-examined by Mr. *Cooke*; examined by the *Committee.*

Mr. *James* stated that he had concluded his evidence with respect to the allegation as to the corrupt contract or agreement entered into by Mr. Laurie, and was heard to sum up the evidence.

Mr. *Cooke* was heard on behalf of Mr. Laurie.

Room cleared. Committee deliberated.

Resolved, "That John Laurie, Esq., procured his election and return by means of an illegal bargain and agreement."

Parties called in, and informed of the above resolution.

Mr. *James* stated that he withdrew from any further proceeding in the case.

Room cleared. Committee deliberated.

Resolved, 1. "That Richard Samuel Guinness, Esq., is duly elected a Burgess to serve in this present Parliament for the Borough of Barnstaple."

2. "That John Laurie, Esq., is not duly elected a Burgess to serve in this present Parliament for the Borough of Barnstaple."

3. "That the last election for the said Borough, so far as regards the return of John Laurie, Esq., is a void election."

Parties called in, and informed of the above Resolutions.

Ordered, "To report the three last Resolutions to The House."

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MINUTES OF EVIDENCE.

Jovis, 22° *die Februarii*, 1855.

MEMBERS PRESENT.

George Medd Butt, Esq.	Henry Danby Seymour, Esq.
Sir John Hanmer.	Lord Lovaine.
Marquis of Blandford.	

G. M. BUTT, Esq., IN THE CHAIR.

THE PETITION of *William Tite*, Esq., complaining of the last return for the borough of Barnstaple, was read. 22 February 1855.

Mr. Serjeant *Kinglake*, Mr. *Edwin James*, Q. C., and Mr. *E. M. Kelly*, appeared as Counsel for the Petitioner.

Messrs. *Bircham*, *Dalrymple* and *Drake*, Mr. *Cooper*, Mr. *Barry*, and Mr. *Carter*, appeared as Agents.

Mr. *Macaulay*. Q. C., and Mr. *Cooke*, appeared as Counsel for the Sitting Member, Mr. Laurie.

Messrs. *Holmes*, *Anton* and *Turnbull*, appeared as Agents.

Mr. *Slade*, Q. C., Mr. *Hickey* and Mr. *Le Lempriere*, appeared as Counsel for the Sitting Member, Mr. Guinness.

Mr. *Carnsew*, Mr. *Bremridge*, and Mr. *Savile*, appeared as Agents.

The committee-room was cleared.

After some time the Counsel and parties were again called in.

The *Chairman* stated that the Committee had come to the following Resolutions :—

" That Counsel will not be allowed to go into matters not referred to in their opening statement, without a special application to the Committee for permission to do so.

" That if costs be demanded by either party, under the 11 & 12 Vict., c. 98, the question must be raised immediately after the decision on that particular case, unless the Committee shall otherwise decide.

" That the Committee expect that with respect to cases of bribery, which it is intended to bring home to the Sitting Member, or his agents, the Counsel for the Petitioners will now state the names of the electors bribed, and those of the persons who actually gave the bribes.

" The Committee, however, reserve to themselves a power, under the special application of Counsel, to proceed with any case which tends to inculpate any principal or agent, the knowledge of which case has been brought out before the Committee in the progress of the investigation, with the circumstances of which the parties could not be reasonably supposed to have been previously cognizant.

22 February 1855.

"That with respect to treating, the Committee will expect Counsel to state the times and places where such treating is alleged to have taken place.

"That the Committee, however, reserving to themselves a discretionary power, as in cases of bribery.

"That no person shall be examined as a witness who shall have been in the room during any of the proceedings, with the exception of the Agents, whose names shall be handed in, without the special leave of the Committee."

Mr. Serjeant *Kinglake* requested that an intimation might be conveyed to the Sitting Members that their presence would be required, in order that they might be examined.

Mr. *Macaulay* stated that Mr. Laurie would be present.

Mr. Serjeant *Kinglake* was heard to open the case on behalf of the Petitioner.

The *Chairman* stated, that the Committee were of opinion that the allegation relative to insufficiency of qualification on the part of Mr. Guinness should be first proceeded with.

James R. Naylor, Esq., was called in; and, having been sworn, was Examined by Mr. *James*, as follows:

J. R. Naylor, Esq.

1. YOU are clerk in the Crown Office?—Yes.
2. Do you produce the writ and return for the borough of Barnstaple; the last return?—Yes, for the last election.
3. And the poll-books?—Yes.
4. Have they been duly transmitted to you?—Yes; they came by post, as by law required.
5. And for the election of 1852?—And for the election of 1852; the three poll-books, and the writ, and return.

Cross-examined by Mr. *Macaulay*.

6. Will you give me the return for 1854?

[*The same was handed to the Learned Counsel.*]

[The Witness withdrew.

Mr. *James* called for the production of the Resolution of The House as to the election of 1852, from the Journals.

[*The following Extract was read:*]

"That Sir William Augustus Fraser, Bart., and Richard Bremridge, Esq., are not duly elected Burgesses to serve in this present Parliament for the borough of Barnstaple.

"That the last election for the said borough is a void election."

It was admitted that the foregoing extract was duly entered upon the Journals.

Mr. *Edward Carter* was called in; and, having been sworn, was Examined by Mr. *James*, as follows:

Mr. *E. Carter*.

7. ARE you a clerk in the employment of Messrs. Bircham, Dalrymple & Drake?—Yes.
8. Did you serve Mr. Guinness with this notice to produce (*handing the same to the Witness*)?—I did.
9. Can you tell us the day?—On the 16th of February I left it at Mr. Carnsen's, agent for Mr. Guinness.
10. Mr. Carnsen is acting as his agent?—He is. Mr. Carnsen afterwards called at the office, and acknowledged having sent the notice to Mr. Guinness.

[*The Notice was admitted.*]

Mr.

Mr. Serjeant *Kinglake* called for the notice to Mr. Guinness to declare his qualification.

Mr. *Slade* stated that he had not got it.

11. Mr. *James* (to the *Witness*).] Do you produce that also (*handing a paper to the Witness*)?—Yes.

[*The same was read, as follows:*]

"I, Robert Budd, Esquire, Mayor and Returning Officer of the borough of Barnstaple, in the county of Devon, do hereby certify that at the last election for the borough of Barnstaple aforesaid, Richard Samuel Guinness, Esquire, one of the candidates at the said election, having been requested by two registered electors to make a declaration of his qualification, did, on the 17th day of August, in the year of our Lord 1854, being the day of such election, make and subscribe before me, as such Returning Officer, the declaration which is hereunto annexed, and did thereupon sign the same. Given under my hand, this 6th day of November 1854.

"*Robert Budd*, Mayor."

"I, Richard Samuel Guinness, do solemnly and sincerely declare, that I am, to the best of my knowledge and belief, duly qualified to be elected as a Member of the House of Commons, according to the true intent and meaning of the Act passed in the second year of the reign of Queen Victoria, intituled, 'An Act to amend the Laws relating to the Qualification of Members to serve in Parliament,' and that my qualification to be so elected doth arise out of the following property (that is to say), an annuity, rent-charge or annual payment of the sum of 320*l.*, payable half-yearly to me during the whole term of my life, and which said annuity, rentcharge, or annual payment is charged upon and derived from lands, tenements and hereditaments situate, lying and being at Ballyquirke, Kiltefadda, Boligelagh, Ballycommon, Ballyhasty, Kilcregane, Munnia, and Bally in Assey, in the barony of Lower Ormond; Ballyrobbin and Rieskevallagh, in the barony of Clanwilliam; Killeneife, Coolnelosty, Caraline and Knockbrack, in the barony of Upper Ormond; Killenaule, in the barony of Shevardagh; and which said baronies are all in the county of Tipperary, in Ireland, and that part of the lands of Baggotrath, called and known by the name of New Holland, in the barony of Dublin, county of Dublin, in Ireland, and that the said annuity, rent-charge or annual payment is wholly free and unincumbered, and actually produces the clear yearly income of Three hundred and twenty pounds (320*l.*)

"Taken and declared at Barnstaple, in the county of Devon, this 17th day of August 1854, at half past 10, A. M.

"*R. S. Guinness.*

Returning Officer.

"This is the declaration referred to in the annexed certificate of me, undersigned.

"*Robert Budd*, Mayor.

"Examined with the record in the Petty Bag Office in Her Majesty's High Court of Chancery, the 19th day of December 1854.

"*J. Abbott.*"

[The Witness withdrew.

[Adjourned till To-morrow, at Eleven o'clock.

Veneris, 23° *die Februarii*, 1855.

The names of the Members called over; all present.

G. M. BUTT, Esq., IN THE CHAIR.

23 February 1855.

Mr. Serjeant *Kinglake* called upon the other side to produce under notice the deed with reference to Mr. Guinness's qualification.

Mr. *Slade* produced the same, dated 20th of April 1853, which was read.

Mr. Serjeant *Kinglake* observed, that while the deed stated a rent-charge of 300*l.* the declaration stated 320*l.*, and that there was a difference between the properties in the deed and those in the declaration.

Richard Samuel Guinness, Esq., M.P., having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

R. S. Guinness, Esq., M. P.

12. YOU are the Sitting Member for Barnstaple, one of them?—Yes.

13. I need not ask you, these are the signatures, I believe, one of yourself and the other of Mr. Newenham?—Yes, they are.

14. The grantor and the grantee of this deed?—They are.

15. I see this deed is dated the 20th day of April 1853?—It is.

16. May I ask you whether it was executed upon that day?—It was.

17. Where was it executed?—At Verdun in France, about 180 miles beyond Paris.

18. Is that the place where Mr. Newenham was then residing?—It was, and still residing.

19. I see that this is an annuity of 300*l.*?—It is.

20. I see in your declaration, which you made at the poll, it is referred to as an annuity of 320*l.*?—I believe it is.

21. Can you explain how that difference between the declaration and this deed arose?—Perfectly.

22. How?—When we were near the day of election I thought it possible that 300*l.* a year would not be sufficient, inasmuch as possibly the income tax might be deducted out of it, and, therefore, I wrote to a friend in Ireland to make an arrangement for me to sell me, or to manage to give me, that additional 20*l.* a year to cover the income tax in the event of its being necessary; that I have got, and it was executed prior to the election.

23. Do you mean upon this same land?—No, not upon this at all.

24. Your declaration has reference, as I understand it, to an annuity of 320*l.* charged upon these specific lands?—That is with others besides.

25. I say your declaration at that moment had reference to an annuity of 320*l.* charged upon certain specific lands mentioned in that declaration?—Yes.

26. And that was not so?—It was so.

27. Was the additional 20*l.* a charge upon those lands?—I did not say it was; I said upon other lands.

28. What I ask you is this; just attend; the declaration which you made at the poll has reference to a certain annuity charged upon certain specific lands; those are the lands, some of them, mentioned in this deed?—Surely.

29. The additional 20*l.* is not charged upon the lands which were mentioned in your declaration?—It is upon a townland mentioned in that declaration.

30. Where is that additional deed?—It is in the possession of a person outside the door, who witnessed its execution.

31. It is accessible, then?—It is accessible.

Mr. Serjeant *Kinglake* called for the production of the deed.

Mr. *Slade* produced the same.

32. (*To the Witness.*) Is that the document?—That is the document. [*The same was read.*]

33. What is the date?—The 1st of August 1854.

The *Chairman* stated that, in consequence of some business which rendered necessary the absence of an Honourable Member, the Committee must adjourn till one o'clock.

[Adjourned till One o'clock.

Upon re-assembling,

34. Mr. Serjeant *Kinglake* (to the *Witness*).] I am now calling your attention to this deed of Mr. Newenham's. I understood you to say that it was executed in France on the day that it bears date, the 20th day of April 1853?—Yes.

35. Were you present at the time of the execution?—No, I was not. I mean at the execution by Mr. Newenham, of course.

36. Where were you at that time?—In Ireland.

37. When was it executed by you?—Perhaps a couple of months after, when Mr. Newenham and his daughter-in-law, who is also an attesting witness, came to Ireland.

38. Then you saw nothing of the deed until it was shown to you in Ireland?—I saw it before it ever went to France.

39. Then it had been prepared in Ireland; is that so?—Yes.

40. By whom?—Well, I think by a Mr. Toomey, an eminent solicitor in Ireland.

41. Do I understand you, that having been prepared in Ireland, it was prepared under your instructions?—Yes.

42. And it was then sent for execution, if I understand, to France?—Yes.

43. Then the next that you saw of it, I take it, was with the execution by Mr. Newenham, handed to you?—Yes; it was handed up for me to execute.

44. Who handed it to you; from whose custody did it come?—I think Mr. Robinson, who is the attesting witness, who went to France to get it executed.

45. Just look at that attestation of the signature of Mr. Newenham?—"Signed, sealed, and delivered by said Edward Walter Newenham and R. S. Guinness, in the presence of—"

46. That is in your hand-writing?—Yes.

47. Is that the only part in your hand-writing, except the signature?—Yes.

48. When was that done; before it went to France?—Before it went to France.

49. I understand you that was written before it went to France—"Signed, sealed, and delivered by the said Edward Walter Newenham and R. S. Guinness, in the presence of—". Did you execute it in the presence of Eugénie Newenham?—Yes; Eugénie Newnham, his daughter-in-law, when they came to Ireland a couple of months after.

50. Did Mr. Newenham execute it in the presence of Mr. Robinson?—I presume so; I was not present.

51. Who is Mr. Robinson?—He is a man of mine; a clerk, whom I sent expressly to have it executed.

52. Is he here now?—He is here now.

53. You say you sent this document expressly?—Yes.

54. You sent it by Mr. Robinson?—Yes.

55. Then you say it came back attested, and signed in the presence of Eugénie Newenham, and with the name of Robinson?—Yes.

56. And upon that you executed it in the presence of the same two persons?—In the presence of the same two persons.

57. When it came back, was there any new attestation?—No, I do not think there was; I am not aware that there was.

58. What I mean to say is this, it had been completely attested, as you see here, when it came from France with the one signature to it?—I think so.

59. The name "Guinness" is written, and then this serves as the attestation of the two; am I right?—Yes.

60. Has this deed ever been registered?—No, not that I know of.

61. Has it been in your custody ever since?—Principally.

 62. Then

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62. Then you can state, yes or no, has it been registered?—It has not been registered.

63. I suppose you are familiar with the fact, that it would be endorsed if it were registered?—It would be.

64. Then I may take it as a fact that it has not been registered?—It has not.

65. How is it, then, that it has never been registered; you have stated that this deed was not registered; how was it it was not registered?—I cannot state how came it not to be registered; I never took any trouble about it.

66. Are you aware of what would be the consequence of the non-registration of an annuity deed?—No, I am not.

67. You have been a land agent, have you not?—For receiving rents.

68. Are you not aware that the effect of the non-registration of an annuity would be, that if the estate was purchased, the annuity would no longer be a charge upon it?—Yes, I am quite aware of that.

69. Are you aware that you run that risk?—I am aware.

70. That being so, can you give any reason why this deed was not registered?—Because we were not going to sell any more of Mr. Newenham's estate; it was totally unnecessary.

71. Not at that moment, you mean?—Not at any moment.

72. At that time had you sold any?—No, not at the time that that was executed.

73. At the time this was executed you had sold none?—None.

74. But there was some sold after?—There was.

75. Mentioned in the deed?—Mentioned in the deed.

76. Some of the property mentioned in the deed was subsequently sold?—Certainly.

77. Then the effect of the non-registration of this annuity deed would be, that this would not be a charge upon such estate?—Certainly, those that were sold.

78. By the *Committee.*] The sale was in the May subsequent to the deed?—It was upon the last day of May 1853.

79. Mr. Serjeant *Kinglake.*] Were the proceedings with reference to the sale of the estate in progress at the time this deed was executed?—They were.

80. To your knowledge?—To my knowledge.

81. Had you the management of them?—I had the management of the rents. I am not a solicitor. Mr. Reeves is the solicitor who manages them.

82. Was your name upon the papers as the agent of those estates for Mr. Newenham?—As the land agent and auditor of them, it was.

83. Were you the land agent in point of fact?—Yes.

84. And had been for some years?—And had been for 25 years.

85. You see there is no consideration money received upon it?—None.

86. There was none, I believe?—There was none.

87. In one of the earlier questions which I put to you, I think you stated to me that, when you were at Barnstaple, it occurred to you that the 300 *l.* a year mentioned in this annuity deed, might not be sufficient for your qualification?—Yes.

88. That there might be some deduction, as you fancied, for income-tax, or something of that kind?—Either when I was at Barnstaple, or going to Barnstaple.

89. But was it in consequence of that that you entered into some arrangement for what you call a second annuity for 20 *l.*?—It was.

90. And it was granted you for the purposes of your qualification?—Certainly.

91. And for none other?—Certainly.

92. By the *Committee.*] The purpose, there can be no doubt of?—None, whatever.

93. Is this property worth more than 300 *l.* a year?—£. 1,220 a year. I think it is the whole property that remains unsold.

94. But the property contained in that deed?—What is contained in that deed is 1,980 *l.* a year.

95. What remains?—What remains is 1,220 *l.*; it turns the corner of 1,200 *l.* a year.

96. Mr. Serjeant *Kinglake.*] Part of it was purchased, I think; was not it, on behalf of Mr. Newenham?—Yes; I think there were 10 or 11 townlands sold. We determined not to allow any to go under a certain price; he owed in all 16,200 *l.*, without any arrear of interest whatever; therefore we determined to

sell

sell somewhere about 18,000 *l.* worth of property at the highest rate it was worth, and we were determined not to allow any townland to go under a certain sum.

97. That is, you fixed a price?—Fixed a price; therefore three of the townlands were knocked down to me, but that passed *sub silentio*. I never took any conveyance, nor was any conveyance made; we sold 19,535 *l.* worth.

98. If I understand you, it comes to this: that the residue which is unsold will more than cover the annuity of 300 *l.* a year?—Precisely

99. If I understand you, you gave no money consideration for this?—None.

100. Was it ever intended you should have the annuity which is granted upon it?—That is a thing I can hardly say; he is a very dear old friend of mine, who would do anything on earth to serve me.

101. Was it ever intended that you should have the 300 *l.* a year secured upon that annuity, as between you and Mr. Newenham?—I cannot tell what Mr. Newenham's ideas may have been, but, however, I never expected, certainly, to get any of the annuity.

102. Was not it well understood that this deed being executed there was an end of the matter; that you would not have the annuity or pay any consideration for it?—I think I should be bound to say yes to that; I think so, merely for the one purpose.

103. By the *Committee.*] For the purpose of qualification?—Yes, for the purpose of qualification; I think I am bound to say that.

104. Mr. Serjeant *Kinglake.*] Did you intend to hand this document back again to Mr. Newenham?—No, I did not.

105. And you did not?—No.

106. You have not arranged to do so?—No, I may keep it as my title; I must keep it.

107. Did you ever show this to Mr. Newenham's solicitor; this deed?—No, I do not think I ever did; he is quite aware of it.

108. But at the time you never showed it to him?—I do not think I ever did.

109. With reference to this other matter, I see there is, upon this other deed, "Received from the before-mentioned Richard Samuel Guinness the sum of 200 *l.* sterling, being the consideration money in the foregoing deed mentioned on the day and year first before written." Did you pay 200 *l.*?—No.

110. Who was this prepared by; I see William Mackay, 30, Westland Road?—Yes.

111. Is he your attorney?—Yes.

112. Was he the person to whom you wrote for the purpose?—No.

113. Has no money at all passed with reference to this?—No; I was subsequently advised that it was totally unnecessary to have more than 300 *l.* a year.

114. You have executed this deed?—Certainly.

115. Nothing has been done upon it?—Nothing has been done; I gave it in in my qualification, because at that time I thought it might be necessary to have 320 *l.* a year.

116. But you have paid nothing upon it?—I have paid nothing upon it; I have done nothing since upon the subject.

117. Nothing has been done then to carry it out?—No.

118. You do not want to carry it out?—Unless it be deemed necessary; I can carry it out at any moment.

119. But you paid no money upon it?—No, I paid no money upon it.

120. Have you received any annuity under it?—No, none.

121. And you have not registered this deed?—No.

122. Is Mr. Leeson the grantor here; who is he; is he a clerk?—He is a clerk.

123. In Mr. Mackay's office, your attorney?—Yes.

124. By the *Committee.*] As I understand you, do you say you never have received any money upon either of the annuities?—Upon the first, the 300 *l.*, I may say, but it would be perhaps a long explanation, that I have a year's annuity upon it.

125. Mr. Serjeant *Kinglake.*] I thought you stated to me just now that it was never intended between you and Mr. Newenham to operate upon that deed, or that you should receive the annuity?—

The *Chairman* stated that Mr. Guinness did not say so.

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126. Mr. Serjeant *Kinglake* (to the *Witness*).] Was it ever intended that you should receive the annuity secured by that deed?—I think——

127. That is a plain question; you have answered it once; was it ever intended that you should receive the annuity?—No, I do not think it was; I guarded myself before; I said, and I beg that you will recollect it, that I knew not what Mr. Newenham's intentions may have been, but I knew what were my own.

128. What were they?—Not to demand it.

129. By the *Committee*.] What has been the fact; have you had any money under it or not?—I have had a year's annuity under it; rather more.

130. Mr. Serjeant *Kinglake*.] In what way have you had it?—It is a very long explanation; I owed Messrs. La Touche——

131. In what way; has it ever been paid to you, do you mean to say, as a specific payment of the annuity upon that deed?—I was going to tell you; I mentioned it was a long story; I owed Messrs. La Touche somewhat about 320 *l.*, which Mr. Newenham was also security for, but I was the real debtor. Mr. Newenham stated to me after the sale was over, that there was somewhere about 3,500 *l.* coming to him, and he desired me after everybody was paid, and I had received that 3,500 *l.*, "The first thing you do, pay off that debt of yours for which I am security to Messrs. La Touche; that will go against your first year's annuity."

132. When was this?—When he was in Ireland; he came to Ireland a very few days before the 31st of May 1853, the day upon which the property was sold; the portion of that property that is there; and it was during that period.

133. How soon after the execution of this deed?—It was within three months after that, certainly.

134. I thought you said in May 1853?—It was the first day of May 1853 that the property was sold.

135. Was it at that time that this statement was made by Mr. Newenham?—It was subsequent to that of course.

136. Can you tell me when?—It was within a month or two months after that.

137. That was long before anything was due upon the deed?—Certainly.

138. As between you and Mr. Newenham, had you any intention whatever, from first to last, to claim the annuity upon this deed?—Really, I will not answer for what I may do hereafter; I shall not answer for what I may do hereafter.

139. Have you any intention whatever?—I cannot say whether I shall or shall not; I will not say what I may do hereafter; I will not say.

The Counsel and parties were directed to withdraw.

Mr. Serjeant *Kinglake* stated that if the Committee were about to come to a decision, it was right he should remind the Committee, that his learned junior was entitled first to sum up the case.

The committee-room was cleared.

After some time, the Counsel and parties were again called in.

The *Chairman* stated, that he was desired by the Committee to inform the Counsel on both sides, that upon the evidence as it stood, without at all intending to limit the inquiry, but having regard to the Act of Parliament and to the testimony particularly of Mr. Guinness himself, they were of opinion, that the qualification could not be disputed upon this head of objection.

Mr. Serjeant *Kinglake* stated, that though he had a right to sum up, he would not go on with this branch of the case in consequence of the intimation from the Committee; but he would now proceed with another branch of the case.

Mr. *Cornelius Ward* was called in; and, having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

Mr. *C. Ward.*

140. YOU are in the employment of Messrs. Gale and Dwyer, Solicitors of Dublin, I believe?—I am.

141. Do you produce an attested and examined copy of the recognizance dated the 22d of July 1837?—

Mr.

Mr. *Slade* objected, that before the recognizances could be produced the judgment in the cause must be proved. Mr. *C. Ward.*

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Mr. Serjeant *Kinglake* submitted that as a paper signed by Mr. Guinness, it might be read.

Mr. *E. M. Kelly* contended, that he might give in evidence any admission whether by parol or writing made by Mr. Guinness.

The *Chairman* stated, that the document should be read.

[*The same was read, as follows:*]

" Amount of Recognizance, 22,000*l.*

" WHEREAS by an Order of the Court of Chancery in Ireland, bearing date the 5th day of June 1837, made in a certain cause then depending, wherein Alicia O'Connor and others, are plaintiffs, and John Malone and others, are defendants, it was ordered that a receiver be appointed over the said lands and premises situate in the counties of Westmeath, Longford, Roscommon, Cavan, and city of Dublin, in the plaintiff's bill mentioned, and comprised in the deed bearing date the 1st day of June 1820, in the pleadings in this cause mentioned; and accordingly it was further ordered that it be referred to John Sealey Townsend, Esq., one of the Masters, to appoint a proper person to be such receiver upon his entering into security by recognizance before a Master, or before a Master Extraordinary in the country to be first approved of by such Master, conditioned to account as in such cases usual: And whereas in pursuance of the said Order the said Master made his report, bearing date the 6th day of July last, and thereby found that the said Richard Samuel Guinness was a fit and proper person to be such receiver, upon his entering into security by recognizance before the said Master, or in his absence, before any other Master of the said Court, or before a Master Extraordinary in the country, to be first approved of by him, or in his absence, by any other Master of the said Court conditioned to account as in such cases usual, and the said Master thereby found that the said Richard Samuel Guinness was willing to act as such receiver, which said report was duly filed in the proper office on the 6th day of July 1837, and notice of filing thereof given on the same last-mentioned day, and by the operation of the 173d General Order of the said Court, bearing date the 29th day of November 1834, said report now stands confirmed, and the said Richard Samuel Guinness duly appointed receiver upon entering into security as aforesaid.

" Now the condition of the foregoing recognizance is such, that if the above bounden Richard Samuel Guinness the said receiver do and shall every Michaelmas Term, and from time to time, so often as he shall be thereunto required by the said Court, or by any Master thereof, account upon oath for such parts of the rents and profits of the said lands and premises over which he has been appointed receiver, or shall by any Order of this Honourable Court, made in said cause, be appointed over or extended to in any other cause or in any matter as he shall have received, or without his wilful default might have received or be chargeable with, and shall pay over to such person or persons, or shall otherwise apply and dispose of, as the said Court shall order or direct, all such sum or sums of money as shall at any time or times be certified by any Master of the said Court to be in his hands or properly chargeable against him as such receiver, that then the foregoing recognizance be null and void, otherwise to remain in full force and virtue in law.

" *R. S. Guinness.* (L. S.)
" ~~*Henry Darley.*~~ (L. S.)
" *J. M'Donnell.* (L. S.)

" Taken and acknowledged before me by the said Richard Samuel Guinness and Henry Darley, the day and year first herein written, the words 'the said' and 'said' on the second page being struck out, and the letter 'A' and the word 'such' being interlined in place of the words so struck out.

" *Rodk. Connor.*

" Taken

Mr. *C. Ward.*

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" Taken and acknowledged before me by the said John M'Donnell at New Hall, in the county of Clare, the day and year second herein written, the words ' county of Clare,' on the first page being written on an erasure.

" *John Tydd,*
" Master Extraordinary of Her Majesty's High Court of Chancery in Ireland, for the County of Clare.

" I approve of the foregoing recognizance upon the within named John M'Donnell signing and acknowledging the same before a Master Extraordinary, and swearing that he is worth the sum of 22,000*l.* over and above his just debts and settlements.

" Dated this 22d day of July 1837. " *Rodk. Connor.*

" Received, 3d August 1837.

(Copy) " *W. E. Porter*, C. R."

" Pursuant to an Order of the High Court of Chancery of Ireland, bearing date the 17th day of June 1839, made upon motion of Mr. Brewster, of counsel with Henry Darley, esquire, and upon production of the clerk of the recognizances certificate of a new recognizance having been filed as by said order directed: this, the original recognizance, was vacated, and a vacate entered on the enrolment thereof by me, so far as relates to Henry Darley only, this 17th day of August 1839.

" *W. E. Porter*, C. R.
" Present, *J. Hynes.*

(Copy.) " *W. E. Porter*, C. R."

Mr. *Slade* submitted that unless this were merely for the purpose of an admission it could not at present be received.

The *Chairman* stated that the effect of the evidence might hereafter have to be considered.

Mr. *Slade* submitted that in a proceeding of this sort the greatest strictness must be observed, and that if the petitioners were to avail themselves of that document to show that any charge existed against Mr. Guinness's property, they must first prove the cause in which it arose.

The *Chairman* stated that the Committee would receive it *valeat quantum.*

142. Mr. *Kelly* (*to the Witness*).] You saw the original of the document, the attested copy of which you produce?—Yes.

143. And found that that original was in the handwriting of Mr. Guinness; the name " R. S. Guinness " is in the handwriting of Mr. Guinness?—It is.

The *Chairman* stated that the copy proved as much as if it were the original.

144. Mr. *Kelly.*] Do you produce an attested copy of the Bill in the same cause of O'Connor *v.* Malone?—Yes (*producing the same*).

145. An examined copy; did you compare it in the usual way with the original?—I did.

146. Is it a copy?—It is.

147. Certified by the proper officer?—It purports to be.

148. Do you produce the answer in the same cause?—Yes (*producing the same*).

149. By the *Committee.*] What is the cause?—Alicia O'Connor, widow, Hugh Morgan Chute and Thomas Hardhill.

150. When was the bill filed; can you give the date?—It was filed on the 3d December 1836.

151. Mr. *Kelly.*] Do you produce an answer of any of the parties in that cause?—I do (*producing the same*).

152. Is that a correct copy; did you compare it with the answer of John Malone; is it an examined copy of the answer?—It is the answer of John Malone.

153. Did

153. Did you compare it with the original?—I did.

154. Do you produce a Supplemental Bill in the cause of Carr *v.* O'Connor?—I do (*producing the same*).

155. Did you compare that with the original also?—I did.

156. By the *Committee.*] When was that filed?—18th of April 1839.

157. Mr. *Kelly.*] Do you produce an answer in that cause also?—Yes (*producing the same*).

158. Was that examined in the same way?—It was.

159. Do you produce an attested copy of an order made in these causes, bearing date the 25th of June 1840?—Yes (*producing the same*).

160. Will you read it?

[*The same was read, as follows:*]

"Thursday, the 25th June 1840.

"Between *Alicia O'Connor* and others - - Plaintiffs.
John Malone and others - - - - - Defendants.

Lydia Carr - - - - - - - Plaintiff.
Alicia O'Connor and others - - - - Defendants.

"Whereas Mr. Collins and another, of counsel with the plaintiff in the second cause, this day moved the Court that the receiver appointed in the first cause might be extended to the second cause, upon debate of the matter and on reading the notice of motion bearing date the 18th day of June 1840, as also the affidavit of Lydia Carr filed the 18th day of June 1840, and hearing what was offered by Mr. Hughes of counsel with the defendants Alicia O'Connor and others, and Mr. Harry F. Burroughs, solicitor, Mr. John Smyth, solicitor, and Mr. Thomas Ardill, solicitor, attending, and it appearing by the said notice that the same was served upon Mr. Edward O'Beirne, Mr. Murdock Green, Mr. John Orpen, Messrs. Symes & Keller, Messrs. Dunn & Meade, Messrs. Jones & Jackson, Mr. Charles Kelly, Messrs. Young & Lamb, and Mr. J. R. O'Shaughnessy, solicitors for the several defendants, it is ordered by the Right Honourable the Master of the Rolls that the receiver appointed in the first cause be and he is hereby extended to the second cause as is desired.

"*H. Sugden.*"

"*W. Geale.*"

161. Did you make any search for any further or other recognizances in the Recognizance Office of Dublin?—I did.

162. In these causes?—Yes.

163. Did you find any others?—I did not.

164. Do you produce an examined copy of an account passed in these causes of O'Connor *v.* Malone, and Carr *v.* O'Connor?—Yes (*producing the same*).

165. Look at the name of Richard Samuel Guinness at the foot of that account, and the affidavit annexed, and state whether those on the original appear to be in the handwriting of Mr. Guinness?—On the original "R. S. Guinness" appears to be Mr. Guinness's handwriting.

166. Mr. *Slade.*] Do you know Mr. Guinness's handwriting?—I do.

167. Have you seen him write?—I have. (*The same was read.*)

168. Mr. *Kelly.*] Will you turn to the foot of the account, and state what the balance struck by Mr. Guinness is admitted to be, the balance in his hands, or payable by him?—The sum admitted is 4,251 *l.* 5 *s.* 10 *d.*

169. Mr. *Slade.*] In favour of him, or against him?—Admitted to be due by him, by himself.

170. Mr. *Kelly.*] Will you also look at the Master's certificate certified by him, and state what the Master found to be the amount?—The Master found the amount to be 5,094 *l.* 15 *s.* 1 *d.*

171. Do you produce an examined copy of the bill in the cause of Farquhar *v.* Lord Langford?—Yes, Sir Thomas Harvie Farquhar, Baronet, Walter Stevenson Davidson, and William Chapman (*producing the same*).

172. When was that filed?—On the 3d of April 1834.

173. When was the examined copy of the answer filed?—The 14th of January 1835, the answer.

Mr. *C. Ward.*

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174. Do you produce an attested copy of the recognizance, dated the 20th of November 1835, entered into in that cause?—Yes (*producing the same*).

175. Is that a correct and an examined copy of that recognizance?—It is.

176. You saw the original?—I did.

177. Was the name Richard Samuel Guinness in the handwriting of the Sitting Member?—I believe so.

178. Will you read that recognizance?

[*The same was read, as follows*:]

"Amount of Recognizance, 450*l.*

"WHEREAS by a decree made in our said Court of Chancery of Ireland, bearing date the 27th day of June 1835, made in a cause then depending between Thomas Harvie Farquhar, baronet, Walter Stevenson Davidson, and William Chapman, plaintiffs, the Right honourable Hercules Langford Rowley Baron Langford, defendant, it was amongst other things decreed that it should be referred to Thomas Goold, esq., the Master in said cause, to appoint a fit and proper person to be receiver over a moiety of all the lands and premises in the plaintiff's bill in said cause mentioned, on his entering into security by recognizance as in such cases usual, and pursuant thereto said Master made his report, bearing date the 6th day of November 1835, and thereby reported amongst other things that said Richard Samuel Guinness of Kildare-street, in the city of Dublin, esq., was a fit and proper person to be such receiver over the said lands and premises upon his entering into security by recognizance, conditioned to account as in such cases usual, as appears by an attested copy of said report, and which said report was duly filed on the day same bears date, and notice of filing thereof duly served on the same day; by reason whereof, and by the operation of the 173d General Rule of the Court, signed the 29th day of November 1834, said report stands absolutely confirmed, and the said Richard Samuel Guinness now stands appointed to be receiver as aforesaid on his entering into security as aforesaid.

"Now the condition of the foregoing recognizance is such, that if the above bounden Richard Samuel Guinness do and shall, every Michaelmas Term, and from time to time, as often as he shall be thereunto required by the said Court, or by any Master thereof, account upon oath for such parts of the rents and profits of the said lands and premises over which he has been appointed receiver, or shall, by any order of this Honourable Court made in this cause, be appointed over or extended to, in any other cause or in any matter, as he shall have received, or without his wilful default might have received or be chargeable with, and shall pay over to such person or persons, or shall otherwise apply and dispose of as the said Court shall order or direct, all such sum or sums of money as shall at any time or times be certified by any Master of the said Court to be in his hands or properly chargeable against him as such receiver, that then the foregoing recognizance be null and void, otherwise to remain in full force and virtue in law.

"*R. S. Guinness.*
"*Walter Berwick.*
"*Robert R. Guinness.*

"Taken and acknowledged before me, the day and year first above written,

"*Thomas Goold.*

"Received 23d November 1835.

(Copy.) "*W. E. Porter*, C. R."

179. Do you produce an examined copy of the bill in the cause of Hone *v.* Langford, which is a supplementary suit to the preceding?—Yes (*producing the same*).

180. By the *Committee.*] What are the parties?—Nathaniel Hone and Thomas Crosthwaite, Esquires, are the plaintiffs.

181. Who are the defendants?—Clotworthy Hellington, Robert Howley, and Hercules Langford.

182. When

182. When was this filed?—On the 22d of January 1836.

183. Do you produce the answer in that cause?—Yes (*producing the same*).

184. When was that filed?—On the 10th of May 1841.

185. Do you produce an examined copy of the petition in the same Court of William Scoles and William King, petitioners, and the Right Honourable Hercules Lord Langford?—Yes (*producing the same*).

186. Is that an examined copy?—It is.

187. When was it presented?—On the 2d of June 1836.

188. Do you produce an examined copy of the recognizance dated the 18th of September 1838?—Yes (*producing the same*).

189. It was entered into in what suit; was it entered into in Hone *v.* Langford, and Davidson *v.* Langford, and also in the petition of Scoles *v.* Langford?—Yes.

[*The same was read, as follows:*]

"Amount of Recognizance, 2,500 *l.*

"Whereas by an order made in our Court of Chancery in Ireland, bearing date the 3d of May 1838, made in the causes and matter wherein Nathaniel Hone and Thomas Crosthwaite, Esquires, are plaintiffs, the Right Honourable Hercules Lord Langford and several others are defendants, and wherein Walter Stephenson Davidson and William Chapman are plaintiffs, and the Right Honourable Hercules Lord Langford is defendant, and wherein William Scoles and William King are petitioners, and the Right Honourable Hercules Lord Langford is respondent, it was ordered by the Right Honourable the Master of the Rolls (amongst other things), that Richard Samuel Guinness, therein named, should be extended over the town and lands of Aher, the town and lands of Little Ardrams, the Old Mill Commons, the Boy Paddocks, the demesne of Summerhill, and the town parks of Summerhill, all situate in the county of Meath, on his entering into further security by recognizance before Thomas Goold, Esquire, the Master in these causes and matter, or before a Master Extraordinary in the country, to be first approved of by the said Master, conditioned to account for the rents thereof, as in such cases usual:

"Now the condition of the foregoing recognizance is such, that if the above bounden Richard Samuel Guinness do and shall, within the space of 15 calendar months from the said 18th day of September 1838, and from time to time thereafter, within the space of 13 calendar months after the day of the filing of each account which he shall hereafter pass, and as often as he shall be thereunto required by the said Court or by any Master thereof, account upon oath for all such rents and profits as he shall have received, or without his wilful default might have received out of the said lands and premises over which he has been so appointed receiver, or out of any other lands and premises over which he shall by any order of the said Court hereafter to be made in said causes and matter be appointed, or extended to, and shall apply as the said Court shall order or direct all such sum or sums of money as shall at any time or times be certified by any Master of the said Court, to be in his hands or properly chargeable against him as such receiver, that then the foregoing recognizance to be null and void, otherwise to remain in full force and virtue in law.

R. S. Guinness. (L. S.)
Walter Berwick. (L. S.)
Robert R. Guinness. (L. S.)

Taken and acknowledged before me, the day and year first above written (two words being struck out, and two words being written on erasures, and two words being first interlined),

Thos. Gould.

"Received 18th September 1838.
(Copy) *W. E. Porter*, C. R."

190. That recognizance was also signed in the handwriting of Mr. Guinness?—Yes.

191. Will you produce an examined copy of the last account in that cause?—Yes (*producing the same*).

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192. And the Master's certificate at the foot of it?—Yes.

193. The affidavit of Mr. Guinness?—Yes (*producing the same*).

194. Did you see the original of that affidavit?—I did.

195. What was the date?—The account was filed on the 28th of May 1849, and the affidavit was sworn on the 5th of January 1849.

196. State first, what is the amount admitted by Mr. Guinness to be due on his account, and then state what the Master found to be the balance?—The balance admitted by the receiver is 3,728 *l.* 10 *s.* 10 *d.*

197. What is the amount found by the Master?—The amount found by the Master is 3,914 *l.* 10 *s.* 5 *d.*

198. Do you produce an examined copy of an affidavit made by Mr. Guinness on the 17th of December 1851?—Yes (*producing the same*).

199. In the cause of O'Connor *v.* Malone, and Carr *v.* O'Connor?—Yes.

[*The same was read, as follows:*]

"Alicia O'Connor, plaintiff, John Malone and others, defendants; Lydia Carr, plaintiff, Alicia O'Connor and others, defendants. Richard Samuel Guinness, of Kildare-street, in the city of Dublin, the late receiver in these causes, maketh oath and saith, that this deponent has read a copy of an affidavit made by William Armstrong, of Newhall, in the county of Clare, esquire, filed 24th November 1851, and a notice, bearing date the 3d December 1851, of an intended application to this Honourable Court for liberty to sue this deponent on foot of certain recognizances therein mentioned, entered into by this deponent on his appointment of receiver in these causes; and deponent saith, that this deponent having for upwards of 15 years prior to the 3d day of July 1848, carried on the business of a banker, on said 3d day of July 1848 stopped payment owing to the non-payment of monies due to deponent, and charged upon estates which formed the subjects of suits in this Honourable Court; and saith, that on the 30th day of September 1848, this deponent conveyed all his real and personal estate of every nature and kind soever to Samuel Vignolles and Edward Berwick, esqrs., pursuant to the provisions of the Acts passed in the 40th year of the reign of George the Third, c. 22, and in the 33d year of the reign of George the Second, c. 14, called the Bankers' Acts; and deponent saith, that having in all things conformed himself to the provisions of the said Acts, the said trustees certified the same, as by reference to said certificate will more fully appear; and deponent saith, that on the 21st of December 1848, this deponent presented his petition to the Lord High Chancellor of Ireland, praying that his Lordship would confirm and allow this deponent's said certificate; and saith, that by order of the Lord High Chancellor, bearing date the 3d of February 1849, his Lordship directed a reference to Edward Litton, esq., one of the Masters of this Honourable Court, to inquire and report as in said order mentioned; and deponent saith, that under the directions of said Master, a posting was duly issued, calling upon all persons who intended to oppose the allowance of the said certificate, to come in before said Master, and said posting was extensively advertised in several of the public newspapers; and deponent saith, that the said Master having entered upon the inquiry as directed by said order, the allowance of said certificate was opposed by certain creditors of this deponent, and after much opposition and a lengthened investigation, and after hearing a great mass of evidence, the said Master, by his report, dated the 3d of July 1849, found that this deponent had in all things conformed to the provisions of the said Acts of Parliament, as by the attested copy of the said report will more fully appear; and deponent saith, that upon the filing of said report deponent presented his petition to the Lord High Chancellor of Ireland, praying that the said report of Edward Litton, esq., should stand confirmed, and that said certificate obtained by this deponent from his said trustees should be allowed by his Lordship, as directed by said Acts of Parliament; and saith, that the matter having come on to be heard on the 14th day of July 1849, his Lordship was pleased to order that the said report should stand confirmed, and that the said certificate should be laid before his Lordship for allowance thereof; and deponent saith, that said certificate having accordingly been laid before his Lordship, was duly allowed and confirmed, as by reference thereto will more fully appear: and this deponent further saith, that the sum due for rents received

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received by this deponent as receiver in said causes, for default in payment of which, said William Armstrong claims the sum in said affidavit mentioned, was so due and owing by this deponent prior to said 3d day of July 1848, and deponent relying upon his said certificate claims the protection of this Honourable Court to save this deponent from unnecessary, and, as the said William Armstrong well knows, unavailing litigation, by refusing the sanction of the Court to his present and intended proceedings, which can have no other result than that of harassing and persecuting this deponent, as he is barely enabled to maintain his family by his exertions; and this deponent relies upon the said certificate and allowance thereof by the Lord Chancellor as cause against any order being pronounced upon the application of the said William Armstrong.

"*R. S. Guinness.*"

"Sworn before me, at my office, on the Inns' Quay, in the City of Dublin, this 17th day of December 1851, the words 'that this deponent saith' being struck out on the 16th line of the first page, and the words 'this deponent' being interlined between the 37th and 38th lines of the first page of this affidavit.

"*W. Peters Smith.*

"Received 17 December 1851.

(Copy.) "*Chas. Grogan*, C. A."

200. Do you produce an examined copy of an order of the Court made in the same cause?—Yes (*producing the same*).

201. Bearing date the 16th of January 1852?—Yes.

[*The same was read, as follows:*]

"Whereas Mr. Greene and another, of counsel with William Armstrong, esq., a third party, the acting executor and residuary legatee of the will of John M'Donnell, deceased, this day moved the Court that the said William Armstrong might be at liberty to sue on the recognizance of Henry Darley and said John M'Donnell, conditioned that Richard Samuel Guinness should account as receiver, entered into in the first cause, and enrolled respectively on the 3d day of August 1837, the 5th day of February 1838, and the 16th day of August 1839, or such of them as the said William Armstrong should be advised to proceed upon as against the said Richard Samuel Guinness, the receiver and principal, for one moiety of his default on foot thereof, and for the costs of the application: Upon debate of the matter, and on reading the notice of motion, dated the 3d day of January 1852, the attested copies of the said recognizances, the affidavit of the said William Armstrong, filed the 24th day of November 1851, the affidavit of the said receiver, filed the 17th day of December 1851, as also the Accountant-general's account, and hearing what was offered by Mr. Hickey, of counsel with the said late receiver: It is ordered by the Right Honourable the Master of the Rolls that the said William Armstrong, esq., the acting executor and residuary legatee of the will of John M'Donnell, deceased, be and he is hereby at liberty to sue on the recognizances of the said Henry Darley and said John M'Donnell, conditioned that Richard Samuel Guinness should account as receiver, and entered into in the first cause, and enrolled respectively the 3d day of August 1837, the 5th day of February 1838, and the 16th day of August 1839, or such of them as said William Armstrong may be advised to proceed upon as against said Richard Samuel Guinness, the receiver and principal, in order to recover the amount paid by him as personal representative of John M'Donnell; and the court doth declare the said William Armstrong entitled to his costs of this application.

Robt. Long, Rr.

202. Did you make a search in the Registrar of Judgments' Office for those recognizances?—No.

203. Did you make a search anywhere, and if anywhere, where, for the register of those recognizances?—I made a search in the Hanaper Office to see if those recognizances were proceeded on, and I likewise made a search in the Registrar of Judgments' Office.

204. Did you find those recognizances?—I did.

 205. Have

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205. Have you examined copies of certificates under the hand of the Registrar of Judgments?—I have not.

206. Have you an examined copy of the recognizance in the cause of Richard *v.* Goole?—

Mr. *Slade* submitted that they must first produce the bill and answer.

Mr. *Kelly* stated that they had not the bill and answer, but contended that this document was admissible, inasmuch as upon the face of the recognizance there was an admission of the suit by Mr. Guinness; that recital was binding upon the party who so recited it, and, therefore, dispensed with the necessity for the production of the bill and answer.

The *Chairman* stated that the Committee did not think that this was evidence for the purpose for which it was wanted; that it was not sufficient proof of a recognizance in a suit.

Mr. Serjeant *Kinglake* observed that this decision had been come to without hearing his argument.

The *Chairman* stated, that if the learned Counsel wished to add anything, the Committee would hear it, and intimated that the charges already proved appeared to be more than enough for the purpose of the petitioner.

Mr. Serjeant *Kinglake* stated that it was so; but not knowing what answer might be offered, he wished to accumulate evidence.

The *Chairman* stated, that the Committee were very anxious that the petitioner should not be in any way prejudiced; if the sums already proved should be affected by any evidence on the other side, or any remarks, the petitioner should have the full benefit of taking the opinion of the Committee as to whether the recognizance was evidence.

Mr. *Slade* submitted that it must be decided now whether the recognizance was evidence, inasmuch as otherwise a fresh case might be brought upon his answer.

The *Chairman* stated that the Committee would abide by what they had intimated, that if it should become necessary, they would consider, upon the application of Mr. Serjeant Kinglake, his right to go into this matter.

Mr. Serjeant *Kinglake* stated that that was the evidence upon this point.

Mr. *Slade* stated that he should now cross-examine Mr. Guinness.

Mr. Serjeant *Kinglake* stated that he had not asked Mr. Guinness anything upon this point.

The *Chairman* stated that the Committee would allow Mr. Guinness to be cross-examined at any point of the case.

Mr. Serjeant *Kinglake* stated that he should re-examine Mr. Guinness upon other matters under those circumstances.

The *Chairman* stated that the Committee would permit that when the necessity arose.

[*The Certificates of Registration of the Recognizances were put in.*]

Richard Samuel Guinness, Esq., M. P., Cross-examined by Mr. *Slade.*

R. S. Guinness, Esq., M. P.

207. I merely want, upon this part of the inquiry, to ask you, have you any property of your own in Dublin?—Yes.

208. Of what nature is that?—A house; a very large house.

209. What is the value of it?—Do you mean in money or in rent? About 200*l.* a year, I suppose.

210. I suppose that would represent about 5,000*l.*?—I suppose it would; I was offered 300*l.* a year for it.

Mr. Serjeant *Kinglake* objected, that inasmuch as this was not property included in the declaration, it could not be called in aid; that had been held in the Sligo case from which he quoted.

Mr.

Mr. *Slade* stated that he was not seeking to qualify Mr. Guinness upon any other property than that in the declaration; his object was to show the solvency of Mr. Guinness.

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Mr. Serjeant *Kinglake* was further heard.

The *Chairman* stated that when the examination was closed the objection might be raised.

211. Mr. *Slade (to the Witness).*] Is that house which you have mentioned free and unincumbered?—Yes; I do not think it is incumbered to any amount; there is a chief rent of 7*l.* or 8*l.* a year I think.

212. But in other respects there is no charge upon it to your knowledge?—No; no charge to my knowledge.

213. Have you any property in the county of Wexford?—A fee simple estate of 345*l.* or 346*l.* a year; 360*l.* I think it is; I said 345*l.*; I think it is 360*l.*

214. Do you know of any incumbrance within your knowledge upon that estate?—Yes.

215. Will you state what there is?—£.3,000.

216. At how much per annum?—If I remember, 4 per cent. per annum, or something of that sort; I do not remember exactly.

217. That is, 120*l.* a year to be deducted from your 345*l.*?—Yes; 365*l.* I think it is.

218. Now there have been certain causes mentioned; the first is O'Connor *v.* Malone; it was stated there that the Master had found a default of 5,094*l.* 15*s.* 1*d.*?—Yes.

219. Do you know by whom, if by anybody, that default was paid?—Yes.

220. Was it paid?—Every shilling of it.

221. By the *Committee.*] The 5,094*l.* 15*s.* 1*d.*?—Yes.

222. Mr. *Slade.*] It was paid, I suppose, to the owners of the estate?—No, paid into the Court of Chancery.

223. To their credit; to the credit of the cause?—Yes.

224. Who paid it?—An uncle of mine; a near relative.

225. Do you know when it was paid?—Well, I do not.

226. Many years ago?—I suppose about five or six years ago; I do not know the time.

227. I suppose your uncle has never made any claim upon you for it?—Never. I think my personal honour is concerned in this; it was sought to throw out that I had accounted for only 4,800*l.* and odd, and that the Master had charged me with 5,000*l.* and odd; as well as I remember, the difference was made up of receiver's fees, which he disallowed.

228. Was that on account of the technical rule that you had not accounted within the time prescribed by the Court?—Precisely.

229. Was this payment made by your uncle into the court previous to the time of your taking the benefit of what are called the Bankers' Acts in 1848?—I think it was, but I really have no dates.

230. Do you know whether your uncle proved against your estate?—I heard he did.

231. You have no doubt about it, I believe?—I believe there is no doubt about it; I know he did prove against it.

232. You say now you have no doubt of it?—I have no doubt of it.

233. That he did prove against your estate?—Yes.

Mr. Serjeant *Kinglake* objected to the evidence.

The *Chairman* stated, that for the purpose of the point at issue it was perfectly immaterial whether he proved or not, but that as it was not evidence it should be struck out.

234. Mr. *Slade.*] Farquhar *v.* Langford, and the supplemental cause of Hone *v.* Langford; do you know whether those sums were paid?—I do.

235. By the *Committee.*] That was increased?—That increase was in the same way, as I have explained already.

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236. Mr. *Slade.*] Do you know who paid those?—Yes.

237. Who was it?—My brother and a bosom friend of mine, a Mr. Berwick.

238. When was that; before you took advantage of the Bankers' Act?—Five or six years ago, I should think.

239. By the *Committee.*] Was that about the same time as the other?—About the same time as the other.

240. Mr. *Slade.*] Do you know whether that was proved against the estate?—Yes, I know it was.

241. There has been a petition read of a gentleman called Armstrong?—Yes.

242. Was that in the first cause of O'Connor *v.* Malone?—Yes.

243. Was Mr. Armstrong your co-surety?—The person whom he represented was.

244. He represented your co-surety?—Yes.

245. By the *Committee.*] He was the personal representative of one of the sureties?—Yes.

246. Mr. *Slade.*] Was your uncle one of the sureties?—Yes.

247. And he paid the whole?—He paid the whole amount.

248. And then, I believe, he levied upon his co-surety for the half?—Yes; that co-surety owing me 2,700 *l.*

249. And I believe he owes you that now?—He owes me that now.

250. The co-surety, as I understand, gets an order from the Court of Chancery to put in suit the recognizance for half the 5,094 *l.* 15 *s.* 1 *d.*?—No, I believe 1,900 *l.* is all; I do not know why that has been omitted.

251. Probably that was as much as your uncle got from him?—I know that was the exact amount; he compromised for 1,900 *l.*

Re-examined by Mr. Serjeant *Kinglake.*

252. Then you say this amount was paid in the suit of O'Connor *v.* Malone; when you say paid, you mean paid by your sureties, whoever they were?—By one surety.

253. That is the payment you have alluded to?—Yes.

254. And is that the only payment you have alluded to; you say paid; you do not mean paid by you, but you mean paid by one of your sureties?—Certainly; I stated so.

255. Then as to the sureties, upon the application made by that gentleman, Mr. Armstrong, who was the executor of one of the sureties, to the Court, you resisted the suit?—I resisted it.

256. He applied to put the recognizance in suit against you, and you opposed it?—I presume that was so.

257. You know it?—I do not know.

258. There is your affidavit?—It is perfectly new to me; it is six years ago.

259. Was not your defence then, that you were exonerated by means of your certificate under the Bankers' Act?—Yes.

260. Was not it the case that the Court was not bound by that Act of Parliament, but held it was a good and sufficient recognizance to be put in force?—I believe they did.

261. And upon that they made an order; was an order made after that?—I do not know.

262. I find, in that affidavit you state there that your circumstances were such that you only had enough by your exertions to maintain your family?—Precisely so at the time.

263. You had not this house at the time?—Yes, I had.

264. This 5,000 *l.* house?—Yes.

265. Had you?—I had.

266. Eh; I mean at that time when you made that affidavit?—Yes.

267. Do you mean to say you had the house when you made that affidavit, stating you had nothing in the world to support your family?—I did not say that.

268. The affidavit is here?—It does not say that.—(*The affidavit was handed to the Witness.*)

269. Turn

269. Turn to the passage beginning, " It would be useless to pursue the litigation."

270. By the *Committee.*] The expression was, barely able to maintain your family?—Yes, the word is " barely ;" I had forgotten the expression.

271. Mr. Serjeant *Kinglake.*] The words are these: " Deponent relying upon his said certificate, claims the protection of this Honourable Court to save this deponent from unnecessary, and, as the said William Armstrong well knows, unavailing litigation, by refusing the sanction of the Court to his present intended proceeding, which can have no other result than that of harassing and persecuting this deponent, as he is barely enabled to maintain his family by his exertions" ?—Yes.

272. I am asking you, had you this house at the time?—Yes.

273. You had?—Yes.

274. When had you acquired that house; how long had you had it?—Twenty years ago, or more, I should think.

275. Twenty years ago?—I should think so.

276. What is the date of the affidavit, 1851; do you mean to say that you had it 20 years before 1851?—I think I had.

277. Did you assign all your property under the Bankers' Act, in 1848?—Yes, I did; that house amongst others; but they did not take it from me.

278. Did you assign all your property under the Bankers' Act?—I did, all.

279. They are working out the proceedings under the trusts, are they not, under your assignment deed now?—They are; I conveyed 90,000*l.* to pay 50,000*l.* worth of debt.

280. Have you assigned all your property, subject to the operation of the Bankers' Act?—All the property I then had.

281. This house amongst the rest?—This house amongst the rest.

282. Are they working out what are called the trusts of that assignment?—They are.

283. Did the Wexford property pass too?—I assigned it.

Mr. Serjeant *Kinglake* stated that he would reserve his right to examine upon other matters as arising upon the other allegations.

The *Chairman* stated that that would be the more convenient course.

Examined by the *Committee.*

284. In 1852, the Master's order was issued, rendering you liable to the recognizance; have any steps been taken in consequence of that order?—To recover the 1,900*l.*?

285. Yes.—They are proceeding to levy it from the house in Kildare-street and the Wexford estate.

286. That is a claim, we understand; the 1,900*l.* is the claim of the executor of the co-surety?—Yes; it appears that it is the first charge upon the house and the Wexford estate, and they are proceeding to levy it.

287. And that property is capable of bearing it?—Oh dear, yes; double that.

Mr. *Kelly* was in part heard to sum up the evidence on this part of the case.

[Adjourned to To-morrow, at Eleven o'clock.

24 February 1855.

Sabbati, 24° die Februarii, 1855.

The names of the Members were called over; all present.

G. M. BUTT, Esq. IN THE CHAIR.

R. S. Guinness, Esq., M. P.

Richard Samuel Guinness, Esquire, further Examined.

Mr. *Guinness*.] MAY I explain; it is merely a point as to my testimony yesterday, which may be liable to misapprehension.

Mr. *Kelly* objected.

The *Chairman* stated that the Committee would in their discretion hear any statement which Mr. Guinness, in explanation, might have to make.

288. By the *Committee* (to the *Witness*).] WILL you state what you have to say?—I was informed yesterday that I had in my testimony conveyed to the Committee that I am now, and was in 1852, in possession of 200 *l.* a year, arising from the Dublin property; and of 350 *l.* or 360 *l.* a year arising from the Wexford property. I meant no such thing; what I meant to convey was this: recollect, I was asked as to the value; I stated inadvertently that the Dublin property was worth 5,000 *l.*, about 200 *l.* a year. I think I was exaggerating its value there, but I believe I was depreciating the value of the Wexford property; I said it was worth 7,000 *l.*; both together are very well worth 10,000 *l.*, cheap at 10,000 *l.*; and what I meant to convey was, that they had become, by the arrangement with Mr. Armstrong, liable, in the first instance the Dublin property, to his claim of 1,900 *l.*, and the Wexford property of 7,000 *l.*, which I said it was worth, though it comes to 8,000 *l.* I am sure that that was in the second case liable for that 1,900 *l.*, second and subsequent to the 3,000 *l.*

289. That was what was substantially, I believe, the evidence?—I fear I conveyed to the Committee that I was now in the receipt of the 200 *l.* a year, and the 350 *l.* a year.

290. You mean to say you have got two properties, one in Dublin and one in Wexford, which, according to your belief, are worth 10,000 *l.*?—Certainly.

291. And that those properties between them are liable to two debts, one of 1,900 *l.*?—To Mr. Armstrong.

292. And the other?—And the other of 3,000 *l.*

293. At present have you anything more to add?—No.

294. Mr. *Kelly* (through the *Committee*).] I ask whether the Wexford estate is not now being sold under the Incumbered Estates Act, and by the account of the specific incumbrancer upon it, Mr. Walter Berwick?—Certainly, that is the 3,000 *l.* which I said came prior to the 1,900 *l.*

295. By the *Committee*.] Which is being sold in the Incumbered Estates Court?—The Wexford estate is in process of sale; the first incumbrancer to be paid is Mr. Berwick; the second is the 1,900 *l.*

296. The Wexford estate is in process of being sold to satisfy the first charge of 3,000 *l.*; is that so?—That is so.

297. Mr. *Kelly*.] I ask whether the schedule of the incumbrancer, filed in that case in the court, does not represent incumbrances affecting that, to 77,000 *l.* and odd?—As to incumbrances affecting the 90,000 *l.* odd, which I conveyed to trustees, that is subject, I do not think it is to 70,000 *l.*, but somewhere about 50,000 *l.*

298. By the *Committee*.] Your property in Wexford is sworn to be liable to debts to the amount of how much?—I do not know.

299. Mr.

299. Mr. *Kelly.*] £. 77,000 and upwards?—I think 50,000 *l.*; I mean that with other property.

300. By the *Committee.*] What was the nature of the property, of the value of 90,000 *l.*, which you conveyed under the Bankers' Act?—Various sorts of property, principally claims upon landed estate, and then estates of my own.

301. Was it real property; what is called real property; houses or land?—A great deal houses and lands; but a great deal of debts affecting houses and lands; debts due to me.

302. But were there any other estates positively your own, such as the Wexford estate, or houses positively your own?—The reason why I specify the Wexford and Dublin estates is, that they are primarily liable to that 1,900 *l.* But there was an estate in Tipperary and an estate in King's County.

303. Mr. *Kelly.*] Is not there by that schedule represented to be 13,000 *l.* due for mortgage, and the judgments, besides other debts on foot of recognizance?—Positively I do not know at this distance of time; it is seven years ago.

304. The Committee are entitled to the benefit of your belief?—I believe not; I think those recognizances and simple contract debts are the principal debts returned; I think so, simple contract debts and this recognizance.

305. By the *Committee.*] I am sure the Committee have no object but that of ascertaining the truth in asking the questions; I have none other. What are the properties you have got may I ask you, besides this Wexford, for I do not quite understand, which are liable to 50,000 *l.* or 77,000 *l.*?—Claims upon estates, and other estates of mine, altogether amounting to, I think, 97,000 *l.*; something like that.

306. You said just now that your property which made up the 80,000 *l.* or 90,000 *l.* was made up of real property, and debts owing to you; that is, real and personal property?—Yes.

307. Is that so?—It is so.

308. Mr. *Kelly.*] Have you, in fact, paid one single shilling on foot of this estate, or has one single shilling been paid?—I have had nothing on earth to say to it for seven years.

309. Answer the question, has it been paid?—I do not know. I believe there is a large sum of money in the Bank of Ireland, which has not yet been divided; I believe so, but I do not know.

310. By the *Committee.*] Allow me to ask you whether the Wexford estate and the house in Dublin, on which this 1,900 *l.* is placed, were conveyed with your other property, which formed part of that 90,000 *l.*?—They were, but inasmuch as Mr. Armstrong took no part in that conveyance, he came to the Court, and asked liberty to sue upon his 1,900 *l.*; the Court gave it to him. I then appealed to the House of Lords, but I was unable to carry on the appeal from want of funds, and I compromised the matter with him, he freeing me personally from every liability; and the effect of that was, putting him No. 1 on the house in Dublin, and No. 2 on the Wexford estate, prior to all other creditors.

311. That was done with the consent of the Court?—I do not know.

312. This property having been handed over by these transactions, under the Bankers' Act, was it possible subsequently to put another charge, operating anterior to this conveyance, under which it was handed over?—No; but he claims to come in in virtue of the Queen prior to everybody.

313. Has that claim been allowed?—The Court allowed it.

314. That you say has been arranged, compromised?—Compromised, after my appeal to the House of Lords, which I have in my pocket.

315. I should like to know whether any dividend, paid upon that 50,000 *l.* of debt, affects you in any way whatever?—No.

316. You have given up the estate?—I have given the whole; it does not affect me in any way.

317. All that arises in this case is that this creditor, upon the recognizance, takes prior claim to the other creditors?—A prior claim to the other creditors.

318. I should be very glad to know, as you have had nothing to do for seven years with the claims upon the estate and other real property, which you say is now in some account in the Bank of Ireland, how it happens that when this Dublin and Wexford property, said to be worth 10,000 *l.*, is equally liable to your debt, you can have had to do with that and have not to do with the other?—But I have not to do with it. My reason to-day for desiring to explain is,

R. S. Guinness, Esq., M. P.

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that a friend asked me a question, and said, "you have conveyed to the Committee a false impression," and I wished, as a man of honour, to set the Committee right to-day, and to say I was not in receipt of it.

319. You have not anything to do with the Dublin and Wexford property?—Nothing whatever.

320. Are they included in the 97,000*l.*?—They are.

321. Then there is no difference between them and the other estate?—Save and except this, that the recognizance comes in No. 1 upon the Dublin estate, and upon the Wexford estate, No. 2, the other recognizances they have proved against the estate.

322. If the estates are worth any more than that, they will be satisfied as far as that goes?—Not of this one, for the others come in; they proved upon the general estate.

323. But the 1,900*l.* odd, of which we are speaking, was a debt due to Mr. Armstrong, who took proceedings, as we know, and as you stated yesterday, under the recognizance, to get recouped that sum which he was called upon to pay to your uncle, who was co-surety for you under the recognizance; is that so?—That is so.

324. Then the effect, which is a matter of law when we have got the facts of that decision to which we have been referred, the effect of the law is to give to Mr. Armstrong a security, and a first charge upon all your property, real and personal, to the exclusion of all your other creditors, so that if the property is worth 1,900*l.* odd, that will be satisfied; is that so?—That is so; that is what I wished to convey.

325. How much of all your property has been sold; you said the Wexford estate had been sold?—No, it is put up; I do not know that it is sold; when I originally conveyed it, when the whole country was ruined, I called together, suddenly and at once, my creditors, and I told them my circumstances; I said, "Now I am ready to do what you please;" they said I had acted like a man of honour.

326. Is any of the property sold?—I think a great deal has been, a great deal; I believe it is a large sum.

327. It is not in your power, Mr. Guinness, to sell?—No.

328. But it is in process of being sold?—It is.

329. And that for the creditors of the Court?—Yes.

330. May I ask you whether you expect a balance to be handed back again to you after the claim has been satisfied?—Certainly; if the whole were realised I should be entitled to 37,000*l.* or 47,000*l.*, I really now cannot say which, it is so long ago.

331. Why has there been a delay of seven years?—They have been fighting amongst themselves, quarrelling amongst themselves, all those creditors; that is the reason.

Mr. *Hickey* desired to ask the witness with respect to the circumstance of the difference between the amount of his account as receiver and the amount allowed by the Master; whether the sum which had been technically disallowed had not been virtually allowed?

The *Chairman* stated, that the explanation already given was sufficient; the disallowance did not affect the honesty of the account.

Mr. *Kelly* desired permission to say, that there was not the slightest imputation upon Mr. Guinness upon that subject, and disclaiming, upon the part of his clients, any imputation upon the personal honour of the Sitting Member, and was further heard to address the Committee on the want of qualification.

Mr. *Slade* was heard on the other side.

Mr. *Hickey* followed on the same side.

The committee-room was cleared.

After some time the Counsel and Parties were again called in.

The *Chairman* stated that the Committee were unanimously of opinion, and had resolved, "That the evidence given before them has not established the want of qualification alleged in the Petition in the case of Mr. Guinness."

Mr.

Mr. *Slade* submitted, that after the resolution which had just been announced, indicating that there was no pretence for impugning the qualification of Mr. Guinness, the Sitting Member was entitled to his costs. *R. S. Guinness, Esq., M. P.* 24 February 1855.

The *Chairman* stated, that the Committee was of opinion that this was not a case in which costs should be given.

[Adjourned till Monday next, at Eleven o'clock.

Lunæ, 26° *die Februarii*, 1855. 26 February 1855.

The names of the Members were called over; all present.

GEORGE M. BUTT, Esq., IN THE CHAIR.

James Jerwood, Esq., was called in; and, having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows: *J. Jerwood*, Esq.

332. YOU are a Barrister?—Yes.

333. Were you the auditor at the last election for Barnstaple?—I was.

334. By the *Committee.*] The auditor of the election accounts?—Yes.

335. Mr. Serjeant *Kinglake.*] Under the Act of Parliament, were certain persons appointed as agent or agents for election expenses?—They were.

336. Have you the appointments of the several parties who were so appointed upon that occasion?—I have.

337. Will you have the goodness to produce them?—To whom must I give them (*producing the same*)?

338. Have you a declaration made by Mr. Meynard?—Yes (*producing the same*).

339. Will you put it in, if you please?—Yes.

340. What other declaration have you?—Mr. Peard's.

341. Have you the appointments of those two by the Sitting Members?—Yes.

342. Is there any other?—No.

343. By the *Committee.*] One for each of the candidates?—No; they were appointed jointly.

344. Mr. Serjeant *Kinglake.*] Will you put them in, if you please? (*The Witness handed in the same.*)

[*The same were read, as follows:*]

"Borough of Barnstaple.—I, John Laurie, at this election for the said borough of Barnstaple, do hereby, in pursuance of the provisions of the Corrupt Practices Prevention Act, 1854, by this writing under my hand, appoint George Peard, of Barnstaple, in the county of Devon, gentleman, and Howard Meynard, of No. 12, Vauxhall-place, South Lambeth, my agents for election expenses.

"Dated this 15th day of August 1854. "*John Laurie.*"

"Borough of Barnstaple.—I, Richard Samuel Guinness, at this election for the said borough of Barnstaple, do hereby, in pursuance of the provisions of the Corrupt Practices Prevention Act, 1854, by this writing under my hand, appoint George Peard, of Barnstaple, in the county of Devon, gentleman, and Howard Meynard, of No. 12, Vauxhall-place, South Lambeth, in the county of Surrey, gentleman, my agents for election expenses.

"Dated this 15th day of August 1854. "*R. S. Guinness.*"

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345. Will you now hand in the declaration of the agents?—Yes. (*The same were delivered in.*) They made the declaration before the then mayor, the returning officer of Barnstaple, and either signed the documents in my presence, or said the signatures were theirs; I do not know which.

[*The same were read, as follows:*]

"Barnstaple Election, 1854.—I, George Peard, of Barnstaple, in the county of Devon, gentleman, being appointed an agent for election expenses by Richard Samuel Guinness, Esq., and John Laurie, Esq., candidates at this election, do hereby solemnly and sincerely declare that I have not knowingly made, authorised, or sanctioned, and that I will not knowingly make, authorise, or sanction any payment on account of this election otherwise than through the election auditor, save as excepted and allowed by the Corrupt Practices Prevention Act, 1854.

"*George Peard.*

"Declared the 16th day of August, 1854, before me, *Rob. Budd*, Mayor of Barnstaple."

"Barnstaple Election, 1854.—I, Howard Meynard, of No. 12, Vauxhall-place, South Lambeth, in the county of Surrey, gentleman, being appointed an agent for election expenses by Richard Samuel Guinness, Esq., and John Laurie, Esq., candidates at this election, do hereby solemnly and sincerely declare that I have not knowingly made, authorised, or sanctioned, and that I will not knowingly make, authorise, or sanction, any payment on account of this election otherwise than through the election auditor, save as excepted and allowed by the Corrupt Practices Prevention Act, 1854.

"*Howard Meynard.*

"Declared the 16th day of August, 1854, before me, *Rob. Budd*, Mayor of Barnstaple."

Witness.—I do not know whether it is necessary to put in this or not; but here is each candidate's notice to me, whom they had appointed, and they would not appoint anybody else.

346. Mr. Serjeant *Kinglake.*] Those were the only persons who were brought to your notice as the agents for election expenses?—They were.

347. In the performance of your duty, had you any accounts sent to you by either of those gentlemen?—I had.

348. Will you state to the Committee: I am afraid I must go a little into detail, for it is an intricate matter, rather; I wish to make it as clear as possible: will you state what was the first step taken, as far as you are aware, with reference to the settlement of the election accounts?—On September, I think the 6th, I received a parcel from Mr. Meynard; the parcel contained bills, and this letter.

349. Read the letter, if you please?—The letter is dated "12, Vauxhall-place, South Lambeth, London, September 4th, 1854. Sir, I enclose you the statement of current expenses paid by me on behalf of Messrs. Laurie and Guinness at the late election for Barnstaple, amounting to 77 *l.* 18 *s.* 8 *d.*; and I also send you 22 accounts for your inspection and sanction for payment. You will observe that in Mr. Searle's account a deduction is made, and also in those of Messrs. Jenvey, Gubble, and I. Tucker. Upon receiving back the accounts, with your authority for payment, either myself or Mr. Peard will at once discharge them. I am, sir, your obedient servant, Howard Meynard." I ought to remark here, that the bills were sent to me, "Messrs. Guinness," as being made out, Messrs. Laurie and Guinness, debtors to the respective parties who claimed the amounts. Now the 26th section, I believe it is, of the Act directs me, as the election auditor, to make out each candidate's expenses separately. When the bills were sent to me, "Messrs. Laurie and Guinness," it was impossible that I could see what each candidate had paid; I therefore thought that Mr. Meynard had made a mistake, and I sent back the bills again, calling his attention to the Act, and telling him it would be my duty to make out each candidate's expenses separately, and requesting him to have the bills so made out that I might deal with them.

350. In consequence of being in the form required by the Act of Parliament, did you communicate with him?—Yes.

351. In consequence of that, did you receive any communication from him or anybody else upon the subject?—Not from Mr. Meynard; but on September the 12th I received this letter, signed by Mr. Grant (*producing the same*).

352. Had you afterwards a letter from Mr. Meynard, in which he refers to what had been passing between you and Mr. Grant?—I had; but it is some way on in the course of the proceedings.

353. Had you a letter afterwards in your further communication with Mr. Meynard, in which he refers to a correspondence which had been passing between you and Mr. Grant?—I had.

Mr. *Macaulay* submitted, that the only way of proving the correspondence of Mr. Grant was first to produce the letter of Mr. Meynard.

354. Mr. Serjeant *Kinglake*.] Will you produce that letter?—I will (*producing the same*).

355. Will you read it?—

Mr. *Macaulay* objected.

Mr. *Slade* submitted that he had first a right to see it.

The *Chairman* stated that it must be seen by Mr. Slade if any point arose upon it.

Mr. *Macaulay* submitted that a letter of Mr. Meynard could not be evidence against Mr. Laurie as to any proceedings of Mr. Grant's.

356. By the *Committee*.] What is the date of the letter?—January the 2d; it is dated 1854, but it ought to be 1855.

Mr. *Slade* was also heard against the letter being read.

Mr. Serjeant *Kinglake* was heard in support of the examination.

Mr. *Macaulay* and Mr. *Slade* were heard in reply.

357. By the *Committee*.] When did you conclude your duty as election auditor; at what time?—I paid the bills on behalf of Mr. Guinness and Mr. Laurie on the 20th of January last, but the bills were first sent to me in the state which I mentioned just now, drawn out as I stated to Messrs. Guinness and Laurie, on the 6th of September; but then they were in an imperfect state, and I could not deal with them. What we are now talking about was to alter them.

358. In point of fact, you had not concluded your duties as election auditor when that letter which we are now speaking of reached you?—Certainly not.

359. This letter of the 2d of January was with reference to election expenses incurred by those two gentlemen, concerning which you, in the discharge of your duty as election auditor, were then engaged?—Yes.

360. And it also related to accounts which had been rendered so far back as the 6th of September, and concerning which there had been questions between you and other persons?—Yes.

361. Is that what you mean?—Yes; but there were two or three steps in the meantime that ought to have been mentioned. The agent sent them to me again differently marked, and then I could not receive them; we ought to have gone regularly on.

The Committee-room was cleared.

After some time the Counsel and parties were again called in.

The *Chairman* stated, that upon this abstract question, of whether the letter of Mr. Meynard, the election agent, to the election officer could or could not be received, the Committee were of opinion that it ought to be received.

362. Mr. Serjeant *Kinglake* (*to the Witness*).] Will you read that letter?—Yes. This is Mr. Meynard's letter of January the 2d, in which he refers to Mr. Grant.

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[*The same was read, as follows:*]

"12, Vauxhall-place, South Lambeth, London,
12 January 1854.

"Sir,

"I have just returned to town, and am happy to say much better in health. I regret to learn that the Barnstaple accounts are not yet paid, and had hoped that the statement sent you by Mr. Grant (at my request) would have been sufficient for that purpose. I understand the people are getting clamorous for their money; and as very great delay will occur in having fresh bills made out (if they can be got at all), perhaps you will be good enough to send me the form of certificate you require to be endorsed on the bills, or the bills themselves, in order that the accounts may be paid, and our relative duties under the Act performed. The money stands to your credit at the bank of Exeter, paid in by me. Wishing you the compliments of the season,

"I am yours faithfully,

"J. Jerwood, Esq." "*H. Meynard.*"

363. You have stated that you had sent the accounts back to Mr. Meynard; and you have stated that you received a letter from a Mr. Grant?—Yes.

364. Have you that letter?—I have.

365. Will you produce that letter?——

Mr. *Macaulay* objected.

366. By the *Committee.*] Have you got Mr. Grant's statement?—No; at least I have Mr. Grant's letter, but from the way in which he marked the bills, the bills were returned again; they were marked in this way, "Mr. Guinness, half; Mr. Laurie, half."

367. Mr. Serjeant *Kinglake.*] You did receive a statement from Mr. Grant?—Yes.

368. With letters?—Yes.

369. Have you those letters here?—I have the letter here which came with the account.

370. Explanatory of it?—Yes.

371. What did you do with the accounts afterwards?—They were some time after this sent to Mr. Meynard, in answer to that letter which was read just now of the 2d of January; he desired me to send them back, or to send some certificate that I thought would do, and I returned the accounts.

372. Will you read that letter?—Which letter?

373. The letter which you say accompanied the altered account of Mr. Grant's, which you afterwards remitted back to Mr. Meynard, which you say was in accordance with that letter?—Do you mean the letter I first received from Mr. Grant, or the second, because we have not done with the first yet? What I want to understand is this: on the receipt of Mr. Meynard's bills, on the 6th of September, I returned them again, telling him that they ought to be made out separately; instead of hearing again from Mr. Meynard, I had a letter from Mr. Grant; that letter has not been done away with yet.

374. By the *Committee.*] In the letter from Mr. Meynard, of January the 2d 1855, if I read it correctly, he says, "you had received a statement from Mr. Grant, at his request"?—There are two letters containing statements, each referring to the same subject.

375. Mr. Serjeant *Kinglake.*] Have those letters reference to what is called the statement of accounts?—Yes.

376. How many letters did you receive from Mr. Grant; one or more?—I think I received two or three before that 2d of January one, from Mr. Meynard again; the 1st was on September the 11th, in answer to a letter that I sent to Mr. Meynard.

377. Had that reference to the statement of accounts?—Yes.

378. Do you see in the letter which you have read, which is an answer from Mr. Meynard, the letter to you, in which he speaks of having been in bad health; and having reference to business, he speaks of regret that you had assented and agreed to certain statements of accounts which had been furnished by his request by Mr. Grant; will you state to the Committee what had passed between you and Mr. Grant with reference to the statement of accounts; what letters passed between

between you and Mr. Grant with reference to the statement of accounts?—The first letter I received from Mr. Grant was dated September the 11th.

379. Mr. *Cooke*.] Is it here?—Yes (*producing the same*).

Mr. *Macaulay* objected, and was heard in support of his objection; there was nothing to make Mr. Grant a co-agent with Mr. Meynard.

Mr. Serjeant *Kinglake* was heard on the other side; he did not seek to make Mr. Grant a co-agent.

Mr. *Macaulay* stated that, that being admitted, the relevancy of the evidence must be proved.

Mr. Serjeant *Kinglake* stated that he would withdraw the admission; and was further heard.

The *Chairman* stated that it was the wish of the Committee that Mr. Jerwood should give such an account of all that took place with reference to the performance of his duty as he was able to give; but the Committee would take care that if matters were given in evidence in which third persons were communicated with, they should not be treated as the acts of the agent of the Sitting Member without further proof.

380. Mr. Serjeant *Kinglake* (*to the Witness*).] Will you go step by step, if you please, that we may have the whole of the transaction?—I have already stated that Mr. Meynard sent me the bills on the 6th of September, and I have also stated the way in which they were sent, and that I returned them again at that time, with a statement which I thought would enable me to do my duty.

381. By the *Committee*.] What day did you return them?—The next day; I have already stated, that instead of hearing again from Mr. Meynard on the 11th of September, that is a few days after, I received a letter from Mr. Grant; I suppose I may read that letter.

382. Mr. *Slade*.] Let us look at that letter?—You have seen it already.

383. I am entitled to see that letter?—Will the Committee direct me what I am to do; I wish to act fairly.

Mr. *Slade* stated that it was proposed to put in two letters; he wished to see the second letter.

The *Chairman* stated that the learned Counsel was entitled to see the letters.

Witness.] Mr. Slade has asked for a letter I have not come to yet.

384. Mr. Serjeant *Kinglake*.] Take the letters in order before you read them; name by whom they are written, and then, if there be no objection, read them; if an objection is taken, then wait till it is decided?—

The *Chairman* stated that the Counsel for the Sitting Members were entitled to see the letters before they were read.

Witness.] The first letter I received from Mr. Grant has not been read, but Mr. Slade has seen it.

385. Mr. *Slade*.] But I ask for the second letter?—(*The same was handed to the learned Counsel.*)

386. Mr. Serjeant *Kinglake*.] Will you proceed in order of time; you have the letters before you; refer to the correspondence, and go through the whole matter which may convey the information to the Committee which the Committee wish to have; have you the first letter; if so, read it?—Yes (*producing the same*).

[*The same was read, as follows*:]

From *R. R. Grant* to *J. Jerwood*, Esq.

"47a, Moorgate-street, London,
"Sir, 11 September 1854.

"Having just lost one of my little boys, I am not fit for business, but I am obliged to write you in consequence of your letter to Mr. Meynard of the 6th inst. in reference to the accounts of the late Barnstaple election. There is every disposition to assist you in making out the accounts of each candidate, and those sent you were for your sanction for payment only, and not to divide. The disbursements of each candidate will be furnished you.

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and every information afforded, in order that your duty may be easy and light. If you will refer to the Act, you will find that the accounts are to be paid by or through the election auditor, and, therefore, that it is unnecessary for you to pay them personally; they can also be paid through a banker.

"Some of the parties at Barnstaple want their money, and are applying for same; amongst them the hustings account. There is also a notice from the Court of Bankruptcy at Exeter, requesting that the account of Mr. Jenvey (the stationer, 10 *l.* 2 *s.* 6 *d.*) may be paid by the 13th inst. The accounts cannot be made out singly; neither Mr. Meynard or Mr. Peard can get them; but, as before observed, you will be furnished with the proportion of each candidate, which will be just the same as if separate accounts were made out. As a proof that there is every wish to render you the fullest information, you may have observed in the account of current expenses sent you, that the candidates' personal expenses are inserted, and also one or two other items, which the Act does not require.

"Upon hearing from you, the accounts shall again be sent you for your sanction for payment; and I think the best course will be to pay them through a banker.

"Your obedient servant,

"J. Jerwood, Esq." (signed) "*R. R. Grant.*"

387. Mr. Serjeant *Kinglake.*] Will you go on and state what you did upon that?—On the receipt of Mr. Grant's letter, that has just been read, I wrote to him, and told him that a few days before I had written as explicitly as I could to Mr. Meynard that in the meantime I had had an interview with Mr. Peard, the other agent.

388. Mr. *Cooke.*] Are you stating what you wrote in the letter?—Yes.

Mr. *Cooke.*] That is not evidence.

389. Mr. Serjeant *Kinglake.*] You, in consequence of that, wrote a letter in answer?—Yes.

390. And afterwards, in consequence, you received another?—Yes, with this letter that is going to be read, in which the bills were returned again, with the words on them, "Laurie, half; Guinness, half."

391. By the *Committee.*] When did you return the bills; what day?—I sent back the bills again at once to Mr. Meynard; he wrote to me on the 6th, and I think I returned them again on the 7th, the day after.

392. In answer to that letter, you received what?—I received that letter just read from Mr. Grant, and then I wrote to Mr. Grant again, and on the 17th of November I received this letter from Mr. Grant, together with the bills.

393. Mr. Serjeant *Kinglake.*] Were they the same bills that you had sent back, or different ones?—I believe they were the same.

[*The letter was read, as follows:*]

"Sir, "47a, Moorgate-street, 17 November 1854.

"I regret to inform you that Mr. Meynard is so ill that he is confined to his bed, and therefore unable to write you. At his request I forward you statement of cash disbursements made on behalf of Messrs. Laurie & Guinness at the late election for Barnstaple, and which shows the amount paid by each candidate. I also send you the bills to be paid, and at the foot of each you will find a memorandum stating what is correct, and how much is to be paid by each member; also a statement of these bills, with a summary showing the total amount of disbursements of each. From the materials afforded, you can, I hope, have no difficulty whatever in preparing your statement; and when the bills are paid, and your statement made, perhaps you will be good enough to return the same receipted. One of the Members is absent from England, and therefore Mr. Meynard is unable to send you the full amount necessary to pay the outstanding bills; viz., 228 *l.* 2 *s.* 9 *d.*, which with his of 28 *l.* 7 *s.*, makes the total. He has, however, paid to your account, with the National Provincial Bank of England at Exeter (through the London Joint Stock Bank), 150 *l.*; and he will in a day or two send you the balance, and also the amount of your per-centage.

"I am, Sir, your obedient servant,

(signed) "*R. R. Grant.*"

"J. Jerwood, Esq., 9, Dix's Field, Exeter."

394. What

394. What was the next step?—Upon the receipt of the letter, and giving the matter the fullest consideration I could, I found that I could not act under Mr. Grant's direction. I had nothing to do with Mr. Grant, nor did I know who told him; the only agents that were appointed were Mr. Meynard and Mr. Peard. I consequently wrote to Mr. Peard, and I have Mr. Peard's answer to one of my letters. I wrote to him, telling him of the state in which Mr. Meynard was; that he was ill, and that it must come through the other agent, Mr. Peard. Here is the answer (*producing the same*).

395. By the *Committee.*] Upon Mr. Meynard failing, supposing he had not done his duty, from illness or otherwise, are you quite correct in saying that Mr. Peard was the only person to do it?—Yes.

396. Mr. Serjeant *Kinglake.*] Now, Mr. Peard's letter?

[*The same was read, as follows:*]

"My dear Sir, "Barnstaple, 6 December 1854.

"It appears to me that I am *functus officio*, as regards the bills in your hands. With all deference I submit, that the Act requires no 'proofs' of bills to be laid before you, and I should think with Mr. Grant, that the note you allude to is sufficient to enable you to ascertain the expenses of each candidate.

"I remain, dear Sir, yours respectfully,
"*Geo. Peard.*"

Witness.] As it stood then, one of the agents was too ill to act, and the other told me he was *functus officio;* and Mr. Grant was one I did not know. I did not know Mr. Grant, and that stopped the case. I said I can go no further; I cannot act under Mr. Grant's direction; and until I can get some one with legal authority, I cannot act. I believe at that time I wrote to each of the Members, telling them the position in which I stood, and desiring them to put me in a position in which I might finish the work. About the time I am now speaking of, I received a letter signed "J. Jones," telling me——

Mr. *Macaulay* objected.

The *Chairman* stated that the contents of Mr. Jones's letter could not be received.

397. Mr. Serjeant *Kinglake.*] Was it after you received the January letter from Mr. Meynard?—Yes.

398. In which he stated that Mr. Grant was acting at his request?—Yes.

399. Will you go on, leaving out the letter of Mr. Jones till we see a little more about it?—On the 2d of January I received a letter from Mr. Meynard, which has been put in and read; it led to the bills being sent to me again separately. Mr. Meynard requested me to send him a sort of certificate that I thought might be put upon the bills, so as to enable me to pass them. I could not send anything of the sort, but I told him I thought they must be made out separately; the bills were sent back. The bills marked "Laurie, half; Guinness, half," and so on, which Mr. Grant had sent me, were returned; and about eight or nine days after I received the bills again, drawn out separately.

400. By the *Committee.*] Marking one half upon the joint bills was making them out separately?—Yes, but I do not know who had done it; I received the bills; my hitch was this, whether the agent had done it.

401. Mr. Serjeant *Kinglake.*] You received them back; what did you afterwards do upon that?—I received the bills back again, made out separately; and, as fast as I could, I went to Barnstaple, and paid them as fast as I could make my arrangements.

402. On what day did you pay them?—On the 20th of January, I believe.

403. Will you state what amount you paid; state first of all what was the total amount of the bills?—I believe that the amount I had to pay was 200 *l.*

404. Mr. *Macaulay.*] That will appear by the account?—

405. Mr. Serjeant *Kinglake.*] The accounts are upon the table; you are obliged to publish them under the Act of Parliament, are you not?—Yes.

406. By the *Committee.*] When did you settle the accounts?—I did it on the 20th of January.

407. And published them according to Act of Parliament?—I have since done so.

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408. Mr. Serjeant *Kinglake.*] Did you pay the whole, or leave any outstanding?—No; there was Jenvey's bankruptcy bill; I did not pay Jenvey's account.

409. Did you pay all but Jenvey's?—Yes.

410. State what you paid, the whole amount?—You must deduct Jenvey's from it; but the whole amount was 228*l.* 2*s.* 9*d.*; I believe it was.

411. By the *Committee.*] You deduct from that Jenvey's account; you paid all that, minus Jenvey's account?—Yes; that I had to pay to the assignees of the Bankruptcy Court in Exeter.

412. What amount was that?—I believe it was about 10*l.*; I cannot say.

413. Mr. Serjeant *Kinglake.*] Is that the total amount both for Laurie and Guinness both together?—Yes.

414. By the *Committee.*] You paid it to assignees, which is the same thing?—I have not paid it yet; I have part of the money to pay it.

415. Mr. Serjeant *Kinglake.*] Where did you get the money from, from whom?—From the National Provincial Bank in Exeter.

416. Did you receive any communication about it?—Mr. Meynard told me where it was.

417. By letter?—Yes.

418. By the *Committee.*] That was the amount of the joint account?—Yes.

419. Mr. Serjeant *Kinglake.*] What accounts had you before then; you say you paid how much?—If I had paid the whole, I believe it would have amounted to 228*l.* 2*s.*

420. Have you actually accounts before you to that amount?—Yes; here are the accounts that are paid, and the receipts for them.

421. Were not the accounts 150*l.*, and then is there not 70*l.* made up in some way?—That was another matter.

422. Explain that?—That was made up of disbursements, which Mr. Meynard had made himself.

423. The accounts which were submitted to you amounted to how much?—You mean for my payment?

424. Yes?—The bills that I had to pay, I believe, amounted to 228*l.* 2*s.* 9*d.*; and besides that, Mr. Meynard himself had disbursed 70*l.* somewhere about.

425. That is exclusive of the 70*l.* referred to in one of Mr. Meynard's letters; is that so?—Yes; of that sum 45*l.* 11*s.* 3*d.* was put to Mr. Laurie's account, and 46*l.* 1*s.* 2*d.* was put to Mr. Guinness's account; that is, the monies that Mr. Meynard had disbursed; I have the account of the disbursements here; Mr. Meynard, the agent, had paid it himself to messengers and different people, and to me.

426. By the *Committee.*] Was it partly paid on Mr. Laurie's account, and partly on Mr. Guinness's?—It was so sent to me, that he had paid it; at least, in the first instance, it was sent all togethe that he had paid for Messrs. So-and-so; secondly, it was sent to me as having paid so much for one, and so much for the other.

427. How much for one, and how much for the other?—£. 45. 11*s.* 3*d.* for Mr. Laurie, and 46*l.* 1*s.* 2*d.* for Mr. Guinness.

428. Mr. *Macaulay.*] What are these two sums of 45*l.* and 46*l.* for?—The 46*l.* do you mean?

429. Yes?—

430. Mr. Serjeant *Kinglake.*] Are the items set out here?—The items are set out in a long paper I have here, that Mr. Meynard sent to me, showing how he paid them.

431. Mr. *Slade.*] If you add those two sums together, it comes to considerably more than 70*l.*; it comes to 90*l.*?—Yes.

432. How do you divide that sum into those two?—You are a better hand at division than I am; I must leave that to you.

433. Mr. Serjeant *Kinglake.*] Have you the account there of the sums already paid by Mr. Meynard?—Yes.

434. Produce it?—Do you mean for Mr. Laurie or Mr. Guinness?

435. I cannot say; either the one or the other; the amount of money already paid; have you that account?—Yes; the expenses paid by Mr. Meynard on behalf of J. Laurie, Esq.

436. What is the amount of that?—Forty-five pounds eleven shillings and three-pence.

437. Where

437. Where is the other you were alluding to; are the details set out there?—Yes.

438. Just hand it to me, will you?—(*The same was handed to the learned Counsel.*) These are expenses paid by Mr. Meynard on behalf of R. S. Guinness, Esq.; this amounts to 46 *l.* 1 *s.* 2 *d.* (*handing the same to the learned Counsel*).

439. I see this includes travelling expenses, and every expense, does not it?—It includes travelling expenses, hotel expenses, and money that they have paid me; the first fee.

440. They are included in this bill?—Yes; and the others are messengers, clerks, and so on.

441. Just see if I have got out these right; have you got them together on the paper; was it 172 *l.* 9 *s.* 1½ *d.*?—Yes, I believe that is right; that would include my charge; that still remains to be paid. The whole of Mr. Laurie's expenses amount to 172 *l.* 9 *s.* 1½ *d.*

442. Now, Mr. Guinness's 177 *l.* 6 *s.* 1½ *d.*; is that right?—Yes.

443. Have you had that account published in the newspaper?—Yes.

Cross-examined by Mr. *Macaulay*.

444. You are a member of the legal profession, I believe?—Yes.

445. When did you first communicate to the agent for the petitioner on the subject of the evidence that you were to give here to-day?—I have had no communication at all with him until Saturday.

446. Then Saturday was the first time?—Saturday was the first time I heard from Mr. Drake on the subject of that by telegraphic message, between five and six o'clock.

447. Had you, when you came into this room this morning, laid before Mr. Drake the correspondence which has been read before the Committee?—Yes.

448. When?—Last night.

449. Sunday night; was that the first time that you laid the correspondence in question before anybody on the part of the petitioner?—Yes; nobody else has seen it.

450. Except Mr. Drake?—Nobody has seen it until last night.

451. Did you make known to anybody until last night the nature of the contents of the correspondence?—I hardly understand what you mean.

452. That is the reason why I asked if you were a member of the legal profession before I began?—Please to understand, I do not want to keep back anything; I only want to understand your question; I was written to not very long ago.

453. Was the first time you showed the correspondence—— ?—Stop a moment.

454. By the *Committee.*] Answer the question?—He wants to tie me up, and I will not be tied.

The *Chairman* stated that the Witness must answer the questions put to him.

455. Mr. *Macaulay.*] You have told me that last night you showed, for the first time, the correspondence to Mr. Drake; did you not before last night describe to any person what the correspondence was which was last night shown to Mr. Drake?—I think not; but I will tell you what I have done. The returning officer, who engaged me as auditor, wrote to me a short time ago, requesting to know the reason the accounts were not settled, and then I entered into some particulars, telling him how the matter stood; whether you refer to that or not, I do not know. I have written other explanations of the same kind myself by way of clearing myself; it was not my fault, and I do not know that any one has seen it.

456. Did Mr. Drake, the agent for the petitioner, know that you had such a correspondence in your possession when you came to London last night?—You had better ask Mr. Drake.

457. I ask you?—He did not know it from me.

458. When you met Mr. Drake last night in London, Mr. Drake, the agent for the petitioner, did Mr. Drake know you had got such a correspondence

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about you?—Mr. Drake wrote to me requesting me to bring every paper, and last night he asked me to show what papers I had.

459. You showed freely to him the whole of your official papers?—Certainly; I was bound to show them.

460. You consider so, do you?—Yes.

461. Under what section of the Act of Parliament do you consider yourself bound to show them to the petitioner's agent; did you refer to the Act of Parliament, as you considered yourself bound to show them?—No.

462. I understand that in each of these sums of 45*l.* for one gentleman, and 46*l.* for the other, your fee of 10*l.* is included?—The first fee.

463. Do you claim a further sum which they refuse to pay?—They have not refused.

464. By the *Committee.*] Do you claim a further sum from them or not?—I claim 15*l.*

465. Is that a per-centage?—Not a per-centage, but I am allowed reasonable expenses; and I have been put to very considerable trouble about it the last two or three months.

466. You have had 10*l.*?—Yes.

467. You claim 15*l.* more?—Yes; and that is for the per-centage and the cost of advertisements; they owe me something for distance, too.

Cross-examined by Mr. *Slade.*

468. You state that you brought up all the papers connected with this matter?—Yes.

469. Have you the papers connected with Mr. Tite's expenses?—Yes.

470. Just let me look at them?—What paper do you wish to see?

471. All of them; let us look at them, because we have not had the pleasure of a visit from you?—You might, if you had sent a telegraphic message.

472. You had no Speaker's Warrant, I presume?—No. (*The Witness handed some papers to the learned Counsel.*) I do not know what you wish to see.

473. A copy has been put in of the whole expenses?—I believe so.

474. I see the election auditor here has been paid by Mr. Tite's party the disputed item which is declined to be paid by the Sitting Members?—I beg your pardon.

475. Answer the question?—It has not been declined, nor yet disputed.

476. It was your own term; I did not import the term into it that there was a dispute between you and the Sitting Members as to 15 guineas?—I have not said there was a dispute; there has been no dispute, only they have not paid me.

477. I see that Mr. Tite has paid you?—He did.

478. What you consider a reasonable fee for your reasonable expenses?—Yes.

479. The other parties have not?—The other parties have not yet.

480. I see that Mr. Guinness's hotel bill and Mr. Laurie's hotel bill are both in, but nothing of the kind with reference to Mr. Tite?—No, I have not had it sent to me.

481. You have not had it sent to you?—No.

482. And you have no means of knowing what Mr. Tite's election expenses might be, as far as his tavern expenses, and so on, are concerned?—They were not sent to me.

483. Then, you do not know them?—No.

484. By the *Committee.*] Did you try to get an account of them before you published that?—I wrote to Mr. Drake, inquiring if that was the whole or not, and he told me it was.

485. Did you get the items that are excepted; did you get the private account from the other candidate?—I have had no account except those that are mentioned here.

486. Did you apply for them?—No, I do not think I did.

487. Did you not say you wrote to know whether the accounts sent in were the whole accounts?—Yes, but then I did not apply for those particular ones.

488. Mr. *Slade.*] I suppose you were perfectly aware that there were necessarily tavern expenses incurred on the part of Mr. Tite, who was a stranger there?—I should think there were.

489. Did you satisfy yourself that you, as a public officer, were sufficiently performing

performing your duty when there was no account rendered to you for the tavern expenses of one of the candidates?—I tell you, that when I wanted to know Mr. Tite's expenses I wrote to Mr. Drake, inquiring whether he had sent me the whole, and I had a letter in reply, telling me it was. *J. Jerwood*, Esq. 26 February 1855.

490. Upon the face of the account, you see it would appear that there were sums disbursed for the tavern expenses of the Sitting Members; you have yourself noticed it by entering them in a separate column. Did it not occur to you that there must have been the same on the part of Mr. Tite?—They are excepted; you may send them in if you like, or let them alone; that was the way in which I took the section.

[*The 22d section of the Corrupt Practices Act was read.*]

Witness.] I was obliged to take the clause as I found it.

The *Chairman* stated that he was desired to draw the attention of Counsel at a convenient time, and he presumed it was now convenient, to the allegation in the Petition and the question to be raised by it, viz., whether there was a corrupt bargain or agreement contrary to the statutes in force, by means of which the Sitting Members obtained their seats. The Committee thought they had gone far enough into the matter relating to the election auditor.

[The Witness withdrew.

Mr. *Howard Meynard* was called in; and, having been sworn, was Examined by Mr. *Kelly*, as follows:

491. YOU, I believe, were the election agent of Messrs. Laurie and Guinness, at Barnstaple, appointed under the Act?—For current expenses. Mr. *H. Meynard.*

492. Where do you live?—No. 12, Vauxhall-place.

493. The same house with Mr. Grant, I believe?—The same house that Mr. Grant resides in.

494. Who is Mr. Grant; what is his christian name?—I think it is Richard Raymond Grant, but I cannot positively say.

495. Do you know what Mr. Grant is; what his occupation is?—I have always understood it to be that of a solicitor and Parliamentary agent. I cannot say anything more.

496. Do you know anything of yourself?——

Mr. *Macaulay* objected to the question.

497. Do you know as a matter of fact whether he is the clerk of Mr. Carnsew?—I do not.

498. When did you see Mr. Grant last?—Last evening.

499. Where?—At his own residence and mine.

500. Did you ever see him at Mr. Carnsew's office?—I think not. I am not positive that I may not have done so, but I think I never have seen him there.

501. You will not undertake to say you have not?—I will not undertake to swear I have not, certainly.

502. Had you any communication with Mr. Grant with reference to the payment of these election expenses?—But one. I simply directed Mr. Grant in January, I think it was in January, to pay the money to the credit of Mr. Jerwood into one of the banks in Exeter.

503. What money?—The money that was required for the expenses of each candidate.

504. Without having given him any money previously?—Myself?

505. Yes.—No.

506. How did you know that he had any money to pay?——

Mr. *Macaulay* objected to the question.

507. Where did you yourself get the money; how did you get the money for the purpose of paying those expenses?—I did not.

508. And, as I understand, you told Mr. Grant to pay this money without knowing how he had the money to pay?——

Mr. *Macaulay* objected that this was not evidence.

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509. Did you receive any communication from any person as to the payment of this money for the purpose of the election expenses?—From Mr. Jerwood?

510. No; but I understand it is necessary before money should be paid, you know, that it should be had. Now, you directed Mr. Grant to pay this money; you understand me, and I wish to let the Chairman know that the witness is an adverse witness. Did you receive directions from any one to direct Mr. Grant to pay this money?—No.

511. From no one?—From no one.

512. Was Mr. Grant then to pay it himself, of his own mere motion?—I do not understand the question.

513. You remember these are the election expenses of the candidates?—Quite so; I understand.

514. Now I want to have explained to the Committee how it is that Mr. Grant should come to pay those election expenses; how did it happen?—I can explain it.

515. I ask you how he came to do that; explain it?—I was at the time ill at Shanklin, in the Isle of Wight, and unable to attend to my business, or I should have paid it myself.

516. But I want to know how the money got into Mr. Grant's hands?—As I was not in London I cannot tell you; I suppose he received it from each candidate.

517. Did you direct Mr. Grant to go to any person for that money?——

518. Mr. *Macaulay.*] Was there any communication from you to Mr. Grant at that time in writing; you were in Shanklin?—I was at Shanklin.

519. Was there any communication between you and him at the time in writing?—It was verbal; Mr. Grant came to see me.

520. Mr. *Kelly.*] Will you be kind enough to tell the Committee what the purport of that communication was?——

Mr. *Macaulay* objected to the question.

521. With reference to these election expenses, what passed between you and Mr. Grant with reference to the payment of those election expenses?—I desired him to apply to each of the candidates for the portion of money which was due on their account, and to transmit it to Mr. Jerwood; simply that and nothing more; as soon as he had received it from each candidate.

522. Were you at Barnstaple during the election?—I was.

523. Was Mr. Grant there?—Yes.

524. Will you be good enough to tell the Committee in what position Mr. Grant was at Barnstaple?—I cannot answer for Mr. Grant's position; I only understand my own; I cannot tell Mr. Grant's position; I only know my own.

525. Where did you yourself lodge at Barnstaple?—At the Golden Lion hotel.

526. Where did Mr. Grant lodge?—At the Golden Lion hotel also.

527. Where did Messrs. Laurie and Guinness lodge?—At the same hotel.

528. Did you at any time see Mr. Grant in communication with the Sitting Members during that election?—At the breakfast table only, if that may be called communication.

529. Are you quite sure that you did not see Mr. Grant canvassing with the Sitting Members?—I never was canvassing myself, and never saw any one who was canvassing.

530. By the *Committee.*] Is Mr. Grant a Barnstaple man?—I do not know; I cannot answer that question; I am not sure whether he is or not.

531. Mr. *Kelly.*] Be good enough to answer the question. Is he a Barnstaple man or not?—I cannot tell whether he was born at Barnstaple or not. Do you mean if he was born at Barnstaple?

532. Yes.—I believe he was not; he resides at Vauxhall-place.

533. How long have you known him?—Somewhere about two years.

534. During the time you have known him, where has he been residing?—At the same place, Vauxhall.

535. Are you aware whether he has any connexion with Barnstaple or at Barnstaple?—I am sure I really do not know.

536. As far as you know?—As far as I know; I know nothing about it.

537. Do you know Mr. Elmslie?—No.

538. You

538. You do not know whether Mr. Grant was clerk to Mr. Elmslie?—I have heard it, but I do not know it.

539. In respect of those payments, did Mr. Grant render any account to you?—I received a letter from Mr. Jerwood, which acknowledged that he had received the money.

540. The question I asked was this: did Mr. Grant render any account to you of those election expenses?—Not at all.

541. Never?—Never.

542. Of the money that he had actually paid?—He gave me no account of it.

543. Are you aware whether Mr. Grant did get the money from the candidates?—The letter addressed by Mr. Jerwood convinced me the money was sent.

544. Did he make any statement to you, though not an actual formal account in writing; did he make any statement to you of the account?—No; decidedly not.

545. Of whether he had paid, and if so, what he paid?—I received no account from Mr. Grant whatever.

546. I do not mean in writing?—I understand. Did he give me a verbal account of his transactions in reference to the money.

547. Any kind of statement?—He did not.

548. It was your duty, was not it, to pay those expenses under the Act of Parliament?—I apprehend so. Yes.

549. And to see that they were paid?—Yes.

550. Have you in any way ascertained whether they were paid or not?—The letters of Mr. Jerwood to me convince me of that fact.

551. Have you had any communication with the Sitting Members as to the payment of those election expenses?—None whatever.

552. Have you rendered to them any account or statement?—No.

553. Of the payment of those moneys?—No, none.

554. By the *Committee.*] Were the accounts made out by you or by Mr. Grant?—By me.

555. In the first instance?—In the first instance a statement was sent to Mr. Jerwood, which I suppose he has produced.

556. That was made out by you?—By me.

557. Mr. *Kelly.*] And after that you, as I understand you, left Mr. Grant to do all that was to be done?—Simply to pay the money.

558. And you know nothing of it?—I know nothing more of it.

559. And you are the election agent?—I am the election agent for expenses.

560. Appointed by the Act of Parliament to pay?—Appointed. I took an affidavit at Barnstaple. I suppose that constitutes that fact.

561. By the *Committee.*] Did you say you directed Mr. Grant to apply to each of the candidates for their share of the election money?—I told him to do so.

562. You directed him to do so?—I directed him.

563. Mr. *Kelly.*] Who first applied to you to go down to Barnstaple?—Mr. Grant.

564. On whose behalf?——

565. Mr. *Macaulay.*] Was that in writing?—No, a verbal communication through Mrs. Grant.

566. Mr. *Kelly.*] On whose behalf did Mr. Grant apply to you to go down to Barnstaple?——

Mr. *Macaulay* objected to the question.

The objection was sustained.

567. Mr. *Kelly.*] On whose behalf did Mr. Grant apply to you?——

Mr. *Macaulay* objected to the question.

The objection was sustained.

568. Mr. *Kelly.*] Did you see Mr. Grant or Mrs. Grant in the transaction?—Before I went to Barnstaple?

569. Yes.—Mrs. Grant.

570. Did you not see Mr. Grant?—I did not.

571. Who gave you the money to go down to Barnstaple?—Mrs. Grant.

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572. And then you found Mr. Grant at Barnstaple?—At the Golden Lion.

573. By the *Committee.*] He was there when you went down: you found him there?—Yes.

574. Mr. *Kelly.*] With whom?—He was alone; he was at the door of the hotel.

575. Had the Sitting Members arrived at the time?—I really do not know. I should suppose they had, but I do not know.

576. Were you, in fact, introduced by any one to the Sitting Members?—I was not.

577. Did you breakfast at the table with the Sitting Members?—The next morning I did not; I did the day after.

578. But you did?—I have breakfasted at the same table with the Members.

579. Did you know the Sitting Members before you went down?—No.

580. Neither of them?—Neither.

581. Did any one mention you as a person whom they knew; did any one mention you as a fit person to the Sitting Members to be appointed election agent?—I really cannot say. I was appointed; that is the only thing I know.

582. Do you know a person of the name of Jones?—I know a great many of the name of Jones.

583. Have you had a communication with a Mr. Jones on the subject of these payments. Did you authorise any person of the name of Jones to write to Mr. Jerwood with reference to these election expenses?—No; I know no one in that transaction of the name of Jones whatever.

Mr. *Macaulay* intimated that the last witness, Mr. Jerwood, holding office under the Act of Parliament as auditor of election expenses, was communicating with the Counsel who was examining the witness; it was improper, and an infringement of the rule that witnesses should be out of the room.

Mr. *Jerwood* stated that he had merely handed a document which he had been asked for.

The *Chairman* stated that Mr. Jerwood was entitled to produce any document which he was asked for.

584. Mr. *Kelly* (to the *Witness*).]—Had you, in fact, any letter from a person of the name of Jones, with reference to these election expenses?—No.

585. Not in your hand?—No.

[*A Letter was handed to the Witness.*]

586. Look at the name of Jones in the letter in your hand?—I have looked at it.

587. By the *Committee.*] Do you know the handwriting?—I do not.

588. Mr. *Kelly.*] Just look at that letter, the front of it, and tell me in whose handwriting it is, if you know it (*handing a letter to the Witness*)?—I do not know it; I really do not know it.

589. Is it Mr. Grant's handwriting?—It looks something like it, but I really cannot say. I could not swear to Mr. Grant's handwriting.

590. Have you seen him write?—I have seen Mr. Grant writing.

591. Do you believe that to be his handwriting?—Really it looks like it, and yet it does not. I do not think it is.

592. By the *Committee.*] Do I understand you to say you do not believe it to be his writing?—I think not.

593. Mr. *Kelly.*] Had you any communication with Mr. Carnsew with reference to this election?—No.

594. Had you no communication whatever with Mr. Carnsew with reference to the election at all?—None with reference to the election.

595. Either at the election or since?—Either at or since.

596. Had you seen Mr. Carnsew at all upon this subject?—Not upon this subject. No.

597. Upon what subject?—We have had railway business.

598. Then you have had communications with Mr. Carnsew; you know him?—In reference to railway business; yes.

599. What is your occupation?—Civil engineer.

600. Are

600. Are you connected with the Carmarthen and Cardigan railway, may I ask you?—No.

601. Are you connected with any railway company?—I do not think I am bound to answer the question.

602. Do you know Mr. James William Vivian?—No.

603. Did you never see Mr. Vivian at the office of Mr. Carnsew?—To my knowledge, never.

604. In reference to railway matters?—In reference to anything whatever.

605. When at Barnstaple, what did you do yourself, in fact?—I arranged the engaging of messengers, copying clerks, and poll clerks, the arrangement of conveyances, and looked after the printing, and like that.

606. For whom?—For Messrs. Laurie and Guinness.

607. Were you present when the candidates came into the town?—No.

608. Did you yourself know any person in Barnstaple?—Prior to my going there?

609. Before you went down?—No.

610. Who pointed out to you the different persons whom you stated you employed?—Well, no one in particular.

611. You were a stranger, I think you stated, in Barnstaple?—I was a stranger in Barnstaple.

612. You did not, I apprehend, walk into the street and ask any person?—I walked into the hotel.

613. You did not go into the street and ask the first person you met to act as a messenger?—I did not.

614. Who pointed out to you the persons whom you employed as messengers?—Themselves; they came up and asked for the job.

615. And you selected those men; you appointed those men without any notion,—the Committee are to understand, that you appointed those men without any recommendation from any person?—I asked the people who stood by whether they were voters, and those who were pointed out to me as not voters I engaged.

616. Name any person by name in particular?—I cannot; there were always several, but they changed; there was sometimes one and sometimes another; I really cannot name any name.

617. Where did you appoint messengers?—At the committee-room in the High-street, and at the Golden Lion hotel.

618. Was there one or two committees, in fact?—I do not know how many.

619. I mean at the election?—I cannot tell you how many committees there were.

620. When you say committee-room, what do you mean; a committee-room of what; for what purpose?—I mean it was called a committee-room; simply that.

621. Was it called a committee room; for what?—It was used by writing clerks; those were the only people I saw there.

622. For whom did you understand it was used as a committee-room?—For Mr. Laurie and Mr. Guinness.

623. Now, I understood you to say you appointed those messengers at the committee-room?—Some of them at the committee-room, and some at the Golden Lion hotel.

624. And you said you asked the people who were by you when you appointed them; correct me if I am wrong; you appointed them at the committee-room?—Yes.

625. By the *Committee.*] Where was the committee-room; near the Golden Lion?—It was in the High-street, at the photographic establishment; I think it is called High-street, but I really am not quite clear about the name of the street.

626. Mr. *Kelly.*] Who kept the committee-room; what was the man's name?—There is a photographic establishment there; the proprietor of the house I really cannot say who it is.

627. In whose house was the committee-room?—Mr. Brittan's.

628. You said you appointed messengers, some at the committee-room and some at the Golden Lion, and I asked you who recommended those persons to you; you said the people who were by. Now I am asking with reference to the

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persons appointed in the committee-room. You stated that you employed messengers at the committee-room?—I did.

629. Did you make out any list of those messengers?—I did at the time.

630. Did you give it to any one?—No.

631. Did you keep it yourself?—I kept it till the election was finished.

632. Did you make a communication to any one as to having appointed those messengers?—No.

633. Or with respect to anything you were doing there as an election agent?—I certainly made a remark to Mr. Grant, that I had a sufficient staff of messengers to conduct the business.

634. It was to Mr. Grant you made it?—To Mr. Grant only.

635. Where did you make it?—I cannot recollect that; it might have been at the committee-room, or at the Golden Lion; I cannot recollect that.

636. Did you see Mr. Grant at the committee-room?—I saw him at both places.

637. What was he doing at the committee-room?—He appeared to me to be walking about, like the rest of the people there; they were always engaged busying themselves, but I cannot say what they were doing.

638. What did he do in the committee-room; was he giving directions; was he writing?—He looked at what was done: walked about and looked at it; that was all I saw.

639. Did he, in fact, superintend the business of the election?—I do not know.

640. Did you hear Mr. Grant giving any directions about the election?—I might have done so, but I really do not remember; I cannot tax my memory with it.

641. Did you, in fact?—I really cannot tax my memory with it.

642. Will you undertake to say Mr. Grant did not give any directions?—I will not undertake to say so.

Cross-examined by Mr. *Macaulay.*

643. You have said you had a letter from Mr. Jerwood, which convinced you he had received the money; have you got the letter there?—I do not know whether it is one of these; there are two letters of Mr. Jerwood's; I think you will find the admission in one of those (*handing the same to the learned Counsel*).

The *Chairman* stated that that was a fact admitted.

[The Witness withdrew.

Mr. Serjeant *Kinglake* proposed to call Mr. Laurie, the Sitting Member.

Mr. *Macaulay* objected, that Mr. Laurie was not a competent or compellable witness, according to the law of England, in this case, to give evidence before this tribunal, upon the ground that the allegation under consideration consisted of a charge against him, which involved an indictable offence, and was heard in support of his objection.

Mr. Serjeant *Kinglake* was heard, on the other side, to contend, that this being merely an inquiry in vindication of the privileges of The House, could not be said to be one involving penal consequences, and therefore was not within the exception which had been referred to by the Counsel for the Sitting Member.

Mr. *Macaulay* was heard in reply.

The committee-room was cleared.

After some time the Counsel and parties were again called in.

The *Chairman* stated that the Committee had unanimously resolved, "That upon the distinct head of the Petition now under consideration, namely, whether the said Mr. Laurie procured his election and return by means of a corrupt bargain or agreement, as alleged therein, he is not compellable to give evidence."

[Adjourned to To-morrow, at Eleven o'clock.

Martis, 27° *die Februarii*, 1855.

The names of the Members were called over; all present.

GEORGE M. BUTT, Esq., IN THE CHAIR.

Henry Tucker Clack, Esq. and Mr. *Robert Peter Laurie* were called in; and, having been sworn, were Examined by Mr. Serjeant *Kinglake*, as follows:

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644. To Mr. *Clack*.] ARE you the Manager of the Regent-street branch of the Union Bank of London?—I am.

645. Does Mr. John Laurie, the Sitting Member for Barnstaple, bank with your bank?—He does.

646. Does he keep several distinct accounts there?—He keeps three.

647. Will you just state what the separate accounts are?—An account in the name of John Laurie; one in the name of Laurie and Marner, and another Bedford and Rand; Bedford and Rand is the third account; the name of Laurie does not appear upon the Bedford and Rand account, which he is a party to.

648. I understand there is one account in his own name; the other Laurie and Marner, and the other Bedford and Rand?—Yes.

649. Have you your banking books here for the purpose of seeing what transactions took place in your bank during the year 1854?—I have.

650. Have you Mr. Laurie's account?—I have.

651. That is the personal account?—Yes.

652. I am confining myself now to the account which you have in your books; the first account, John Laurie; the single account?—Yes.

653. Can you tell me of a cheque having passed in your bank of the 12th of August 1854?——

Mr. *Macaulay* objected. The cheque must be produced.

654. Mr. Serjeant *Kinglake*.] If there was a cheque is it in the custody of the bank?—It is not.

655. What becomes of a cheque when it is paid?—It is returned in the ordinary course to the customer in his pass-book.

Mr. Serjeant *Kinglake* stated that notice had been given to Mr. Laurie to produce the cheques.

656. Mr. Serjeant *Kinglake* (to Mr. *Clack*).] Upon turning to your book can you tell me whether a cheque drawn by Mr. Laurie on the 12th of August 1854 was presented and paid at your bank?——

Mr. *Macaulay* objected to the question; he referred to the notice and stated that it did not contain specific notice to produce the cheque of the 12th of August, so as to entitle the Counsel for the Petitioner to give secondary evidence. He read the notice, and contended that the rule was that the special part of the notice was that which was binding, and not the general notice; the special portion in this case did not include the cheque of the 12th of August.

The *Chairman* stated that it was the unanimous opinion of the Committee that the notice was sufficient.

Mr. Serjeant *Kinglake* called upon Mr. Macaulay to produce the cheque of the 12th of August, drawn by Mr. Laurie upon the Union Bank in Regent-street.

Mr. *Macaulay* stated that he declined to produce it.

657. Mr. Serjeant *Kinglake* (to Mr. *Clack*).] Will you state whether a cheque was presented in the course of business, signed by Mr. Laurie?——

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658. Mr. *Macaulay* (to Mr. *Clack*).] Do you know otherwise than from the contents of the books, whether such a cheque was produced or not?—No.

659. Mr. Serjeant *Kinglake*.] Have you the clerks here whose duty it was to know whether such a cheque was presented or not?—I have.

Mr. *Macaulay* stated that if Mr. Serjeant Kinglake would say that the clerks were present, in whose handwriting the entry was made, of the presentation and payment of such a cheque, he would take that statement.

Mr. Serjeant *Kinglake* stated that it was so.

The *Witness*.] The clerks are here who paid the cheque.

660. Mr. Serjeant *Kinglake* (to Mr. *Laurie*).] As to the cheque of the 12th of August 1854, will you turn to the book—(*The Witness referred to the same.*)

661. By the *Committee* (to Mr. *Clack*).] Have you looked at the entry?—I have.

662. And have you got the clerk here?—Yes, I have.

663. Mr. Serjeant *Kinglake* (to Mr. *Laurie*).] Have you an entry there?—Yes, 100 *l.*

664. Mr. *Macaulay*.] Is it your own handwriting?—It is my own handwriting.

665. Mr. Serjeant *Kinglake*.] In favour of whom?—It does not appear in this book; I can refer to the other.

666. Is there anything as to the nature of the cheque upon that entry?—No, nothing at all.

667. Will you refer to the other book?—(*The Witness referred to the same.*)

668. What appears?—"Payable to Barnstaple."

669. Mr. *Macaulay*.] Is that in your handwriting?—This is not my handwriting; that is Mr. Clarke's; I am afraid you must send for him.

Mr. *Clack*. I must intreat the indulgence of the Committee with regard to that; we have two clerks in another court.

Mr. *Macaulay* stated that he would not object.

670. Mr. Serjeant *Kinglake* (to Mr. *Laurie*).] It is a cheque as I understand, drawn by Mr. Laurie for 100 *l.* to Barnstaple?—Yes.

671. Was that paid in cash, can you tell me, over the counter?—£. 100 over the counter in notes.

672. Did you keep the numbers of the notes?—Yes, we have the numbers of the notes.

673. Mr. Serjeant *Kinglake* (to Mr. *Macaulay*).] We call upon you to produce the foil of the cheque of the 21st of August for 400 *l.*, do you produce that?——

Mr. *Macaulay*. No.

674. To Mr. *Clack*.] Can you tell me whether a cheque for 400 *l.* drawn by Mr. John Laurie passed through the bank, dated the 21st of August?—I only know them all from the contents of the book; it is so in this case.

675. Mr. *Macaulay* (to Mr. *Laurie*).] Do you find that in your own handwriting in the daily receipts and payments?—It is in my own handwriting for 400 *l.*

676. Mr. Serjeant *Kinglake*.] By whom drawn?—Drawn by Mr. John Laurie.

677. Mr. *Macaulay*.] Is that in your own handwriting?—No, it is not.

678. Mr. Serjeant *Kinglake*.] Is it in the same book, in a clerk's handwriting?—In the same book, in a clerk's handwriting.

679. Will you turn to the entry, and tell me what that is?—"Payable to Self."

680. Can you tell in what way it was paid?—It was paid in notes to the Royal British Bank.

681. Mr. *Macaulay*.] Does that appear in you own handwriting?—In my own handwriting.

682. Mr. Serjeant *Kinglake*.] That is for 400 *l.* I understand?—Yes.

Mr. Serjeant *Kinglake* called upon Mr. Macaulay to produce a cheque, dated the 2d of September, drawn by Mr. Laurie.

Mr. *Macaulay* declined to produce it.

Mr.

Mr. *Charles Henry Hulse* was called in; and, having been sworn, was Examined as follows:

683. Mr. Serjeant *Kinglake* (to Mr. *Hulse*).] WILL you turn to these books, and tell me whether you have an entry of any cheque on the 2d of September, drawn by Mr. Laurie?—(*The Witness referred to the same.*)

684. Mr. *Macaulay*.] Is that your own handwriting?—Yes.

685. Mr. Serjeant *Kinglake*.] Have you any entry there of the cheque?—I have.

686. Is it for 300*l.*?—Yes, for 300*l.*

687. Is it drawn by Mr. Laurie?—Yes.

688. In whose favour?—It is not stated in whose favour.

689. Have you any other book with reference to that cheque which shows in whose favour it was drawn?—(Mr. *Clack*.) It is there.

690. Mr. *Macaulay* (to Mr. *Hulse*).] Is that in your handwriting?—It is not.

Mr. *Macaulay* objected to its being read in the absence of the clerk in whose handwriting the entry was.

691. Mr. Serjeant *Kinglake* (to Mr. *Clack*).] Will you tell me in whose handwriting are those entries?—A clerk of the name of John Clarke; he has been sent for.

692. Mr. *Macaulay*.] Is he alive and well, and is he coming?—He is.

Mr. *Macaulay* stated, that under those circumstances it might be read.

693. Mr. Serjeant *Kinglake*.] Will you read the entry in the cash book, showing in favour of whom it is drawn?—In favour of Bryant.

694. Does it appear to whom paid?—The Royal British Bank.

695. The 2d of September, I think you said?—That is the date.

Mr. Serjeant *Kinglake* stated, that he had given Mr. Macaulay notice to produce, and he asked for a cheque of the 15th of January 1855 for 80*l.*, drawn by Mr. Laurie for expenses.

Mr. *Macaulay* stated that he had not it.

Mr. *Clack*. It was paid on the 16th of January.

696. Mr. Serjeant *Kinglake* (to Mr. *Clack*).] Who speaks to that?—A young man who is sent for, Mr. Rickard.

697. Will you turn to that?—(*Mr. Hulse referred to the same.*)

698. Mr. Serjeant *Kinglake* (to Mr. *Hulse*).] Will you state what the entry is?—Drawn by John Laurie payable to "expenses."

699. £. 80, I think?—£. 80.

700. Does it state at all to whom it is paid?—(Mr. *Clack*.) To the London and Westminster Bank.

701. Mr. Serjeant *Kinglake* (to Mr. *Clack*).] I have called your attention to some specific cheques, those which you and your clerks have been speaking to?—Yes.

702. Do you find between the 12th of August and the end of that year, other cheques also drawn by Mr. Laurie?—A great many.

703. Can you tell me whether any of those cheques were payable to or paid to the National Provincial Bank?——

Mr. *Macaulay* submitted that the information, if given at all by Mr. Clack, must be given from his own entries.

Mr. Serjeant *Kinglake* merely wished to inquire from Mr. Clack whether there were entries; if there were, the petitioner could follow them up.

The *Chairman* stated that the attention of the witness might be directed to those dates.

704. Mr. Serjeant *Kinglake*.] Take from the 1st of August to the end of that year: you say there are entries of various cheques drawn by Mr. Laurie upon your bank?—Yes.

705. I suppose for various sums of money?—Various sums.

 706. Exceeding

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706. Exceeding 1,500 *l.*?—Yes.

Mr. *Macaulay* stated that he had no objection to Mr. Laurie's account being shown to the Committee.

707. Mr. Serjeant *Kingake* (to Mr. *Clack*).] Your clerks have mentioned two cheques, one for 400 *l.* and the other for 300 *l.* as being paid to the Royal British Bank?—Yes.

708. Are there any other entries in your books which denote any cheque paid?——

Mr. *Macaulay* objected to partial entries being read; he had offered that the whole account should be submitted to the Committee.

The *Chairman* stated that the exhibiting of the whole account under those circumstances was the proper course to pursue.

709. Mr. Serjeant *Kinglake*.] Are there any other entries in the books of cheques payable through the British Bank.

710. Mr. *Macaulay*.] Are there any entries, such as are referred to in my learned friend's question in your own handwriting, to which you can speak of your own knowledge?—None.

Mr. *Macaulay* objected, under those circumstances, to the entries being referred to.

Mr. Serjeant *Kinglake* was heard in support of the line of examination; he merely put this question as introductory to questions to be put to the clerks, when he had ascertained in whose handwriting the entries were.

The *Chairman* stated that the question in whose handwriting the entries were, might be put.

711. Mr. Serjeant *Kinglake*.] Do you find any entries in the handwriting of the clerks of the bank, denoting that any cheques drawn by Mr. Laurie between the 1st of August 1854 and the end of that year, have been paid to or through the Royal British Bank, except the two that they have spoken to?—No, I do not, so far as I have gone.

712. Have you any there which have been paid to the London and Westminster Bank between those dates, except the one spoken to?—I think there are some, but it would take me some time to collect them.—(*The Witness referred to the book.*)—There are many cheques through the London and Westminster Bank.

713. Can you tell me this, whether in the month of November 1854, there are any cheques drawn by Mr. Laurie, payable to the National Provincial Bank, or which were paid to the National Provincial Bank in London and their branches in the country?—The National Provincial Bank does not present its own cheques.

714. Then you would not know?—We should not know.

715. Do you know through whom they present their cheques?—Several bankers; the London and Joint Stock and the London and Westminster.

716. By the *Committee*.] They are presented by other bankers?—They do not transact London business; but they keep an account with the London and Joint Stock Bank and with the London and Westminster; and those bankers present the cheques that come into the hands of the National Provincial Bank.

717. Mr. Serjeant *Kinglake*.] Then, if I understand, cheques in their hands are paid, you say, some of them to the London and Westminster Bank, and some to the London and Joint Stock?—Yes; and I think some are paid through Spooners'.

Cross-examined by Mr. *Macaulay*.

718. I do not ask the amount, but about how many cheques in number would there be in Mr. John Laurie's account between the 1st of August and the end of the year?—There would be upwards of 200, I should say.

719. By the *Committee*.] Upwards of 200 drawn on the private account?—On the private account.

720. Will you inform the Committee whether that is the usual number or an unusual number?—A usual number.

721. Nothing

721. Nothing unusual in it?—Nothing unusual it it.

722. Between the same dates?—From the 1st of August to the end of the year.

723. Between the same dates?—Yes; upwards of 200, I should say.

H. T. Clack, Esq., Mr. *R. P. Laurie*, and Mr. *C. H. Hulse*.

[The Witnesses withdrew.

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John Woolmore Duncan, Esq. called in; and, having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

724. DO you belong to the Royal British Bank?—I do.

725. What situation do you hold in that Bank?—Chief cashier.

726. Does a person of the name of Fuller bank with you?—We have several Fullers; you mean George Fuller, I presume.

727. George Fuller, of Great George-street, I mean?—Yes.

728. You know him as a customer who banks with you; you have a customer of the name of George Fuller at your bank?—Yes.

729. You said there were several Fullers, and I thought you identified this as Fuller of Great George-street?—Yes.

730. Do you know anything of a cheque drawn by Mr. Laurie, of the date of the 21st of August 1854?—I only know that I received a cheque on the 21st of August.

731. From whom?——

732. Mr. *Macaulay*.] Have you any entry which shows that you had it on the 21st of August?—Yes.

733. It is from your entry that you speak?—Yes.

734. Mr. Serjeant *Kinglake*.] Have you a recollection of it?—I have a perfect recollection of it.

735. From whom did you receive it?—From Mr. George Fuller, by letter.

736. Do you recollect when you received it?—On the 21st of August I received one.

737. I am now calling your attention to a cheque for 400 *l.*?—Yes, 400 *l.*

738. Drawn by Mr. Laurie?—That I cannot say, positively.

739. What did you do with that cheque, when you received it?—I passed it to one of the tellers, and from him it was sent specially to the Union Bank; it was out of the course.

740. Why specially?—Because it was out of the usual course; we only clear once a day at the west end of the town, and this came after the clerk had gone.

741. By the *Committee*.] After your first clearance?—Yes.

742. Mr. Serjeant *Kinglake*.] Was it cashed?—It was.

743. What did you do with the money?—It was put to the credit of George Fuller's account.

744. That is, 400 *l.*; did you receive any other cheque, a cheque for 300 *l.*?—I did.

745. When was that?—On the 2d of September.

746. From whom did you receive it?—George Fuller.

747. What was done with that?—It was served in the same way as the other; cleared specially.

748. Did they both come, then, after the usual hour?—Yes.

749. By the *Committee*.] In the same way precisely; carried to George Fuller's account?—Yes.

750. Mr. Serjeant *Kinglake*.] You got it cashed?—Yes.

751. By the *Committee*.] Did you receive it by letter?—By letter.

752. Mr. Serjeant *Kinglake*.] Have you here the books containing George Fuller's account with the bank?—I have (*producing the same*).

Mr. *Macaulay* objected that Mr. Fuller's banking account was not evidence against Mr. Laurie; the cheques spoken to were not yet proved to be Mr. Laurie's cheques.

753. Mr. Serjeant *Kinglake*.] You say, I think, with reference to the 400 *l.* cheque, you do not know by whom it was drawn?—I would not swear it.

754. Can you tell me, with reference to the 300 *l.*?—No; I would not swear it.

755. Have you any entries in your books which would enable your clerks to

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say by whom they were drawn?—No; we do not take the name of any cheque paid in to account.

756. By the *Committee.*] You do not take the name of the person who draws the cheque?—We do not take the name of the drawer of a cheque paid in to any account.

757. You merely credit it to the account?—Yes.

758. Mr. Serjeant *Kinglake.*] When did you say you cashed the 400 *l.* cheque?—On the 2d of September, I think.

759. By the *Committee.*] No; the 21st of August is my note?—The 21st of August, the 400 *l.*

760. Mr. Serjeant *Kinglake.*] Did you cash any other cheque upon the Union Bank, except that one, that day?—Not any; that is, not out of the usual course. There were cheques, I dare say.

761. Did you cash any other for 400 *l.*?—No, I should think not; but I do not know. That would go out early in the morning, with the cheques that came in the day before; it would go out the first thing in the morning.

762. Now, I ask as to the 2d of September, the cheque for 300 *l.*; did you cash any other cheque for 300 *l.* to the Union Bank?—Not out of the usual course.

763. Do you know who the clerk was that presented it at the Union Bank?—I rather think it was a young man who was in our house who has now left; he has left some time.

Cross-examined by Mr. *Macaulay.*

764. Just one question upon what you call the usual and the unusual course; is it usual for the Royal British Bank to receive cheques to be put to the account of their customers?—Yes.

765. What do you do with them?—Unless they are specially requested to be cleared, we keep them till the next day; supposing any cheque came in on the 2d of September in the afternoon, we should keep it till the next day, not being a City bank.

766. By the *Committee.*] What is the time they go out in the day?—The clerks start at about half-past nine from our place; they do not come back till three in the afternoon, coming round to the West-End banks.

[The Witness withdrew.

Mr. *George Fuller* was called in; and, having been sworn, was Examined by Mr. *James*, as follows:

Mr. *G. Fuller.*

767. WHAT are you?—A Land Agent.

768. Where do you carry on your business as land-agent?—In Great George-street.

769. What number?—34.

770. Is that in the same house in which Mr. Carnsew's offices are?—It is.

771. Mr. Carnsew is the gentleman here who represents Mr. Guinness, I believe; the gentleman sitting behind?—Yes.

772. Which floor do you occupy?—On the ground floor.

773. Which floor has Mr. Carnsew?—On the ground floor also.

774. You have not offices jointly, have you?—Yes.

775. Jointly; what do you mean; do you use the same room?—Very much like it; my room adjoins Mr. Carnsew's.

776. One leads into the other; there is a door, I suppose, communicating, is there; do you share your offices jointly at all, or is it merely an accident that the room that he occupies adjoins to yours?—He occupies the ground and second floor, I believe.

777. And you occupy a room upon the ground floor?—Yes.

778. Do you let him the room, or does he sublet to you?—He sublets to me.

779. How long have you known Mr. Carnsew?—Some years now; several years.

780. I do not know whether you are the Mr. Fuller whose name I have observed in the Blue Book among the names mentioned in the Maldon matter?

Mr. *Macaulay* objected to the question.

781. How

781. How long have you known Mr. Carnsew?—Several years.

782. Did you know Mr. Carnsew in connexion with Maldon; did your acquaintance commence there?

Mr. *Macaulay* objected to the question as irrelevant.

Mr. *James* stated that the question was relevant, as he would show the Committee presently.

783. Mr. *James.*] Did your acquaintance commence with Mr. Carnsew with reference to the Maldon election?

Mr. *Macaulay* objected to the question as irrelevant.

Mr. *James* stated that he would undertake to show in the course of the inquiry that the question was perfectly relevant.

The *Chairman* stated, that if with reference to a question which appeared at first sight to the Committee to be irrelevant, they not knowing the facts of the case, Counsel on either side assured the Committee that they reasonably believed that question to be important to be put and answered, and that they should make it relevant, the Committee would permit such question to be put.

784. Mr. *James.*] Is that so?—I knew Mr. Carnsew several years before the Maldon election.

785. You knew him at Maldon; how long have you known him altogether?—Seven or eight years.

786. You bank, we hear, at the Royal British Bank?—I do.

787. You know Mr. Carnsew, and have known him for several years; do you know a person of the name of Raymond Grant, a clerk in his office?—Yes, I know there is such a person.

788. What name do you know him by?—Grant.

789. Is he a dark person?—Yes.

790. Do you know Raymond Grant, this dark gentleman, as a clerk in Mr. Carnsew's office?—I believe he was; he was always there.

791. As far as you have observed; from your observation, was he a clerk of Mr. Carnsew's, in his office?—I thought he was.

792. How long have you seen Mr. Raymond Grant, this dark gentleman, acting as clerk in Mr. Carnsew's office?—I do not know.

793. For about how long?—May be three or four months, perhaps.

794. Did you know him when he was a clerk to Mr. Elmsley, in the City?—No.

795. Do you know a person of the name of Vivian?—I do.

796. Do you know his Christian name; what is he called; his Christian name?—I do not think I do; no, I do not know his Christian name; James, I think.

797. About what age is he?—Between 30 and 40, I should think.

798. How long have you known Mr. Vivian?—Nearly a year.

799. I do not think we have got the exact time that Mr. Carnsew has been in Great George-street; he was in Gray's Inn, I think; how long has he had offices in Great George-street?—About 14 months, I think.

800. What has Mr. Vivian been; in what capacity has Mr. Vivian appeared there?—I do not know.

801. What room did he occupy?—He occupies a room on the first floor.

802. Is that Mr. Carnsew's room?—Yes.

803. From what you observed was he a clerk of Mr. Carnsew's?—Yes.

804. By the *Committee.*] He occupied a room on the first floor?—Yes.

805. I thought that Mr. Carnsew had the ground and the second floor?—The ground and the first floor.

806. Mr. *James.*] Mr. Carnsew used both floors for his business, you say; the ground floor and the first floor?—Yes.

807. What room did Mr. Grant generally occupy; did Mr. Grant and Mr. Vivian occupy the same room; is that the clerk's office, and the other Mr. Carnsew's?—No, Mr. Vivian had a room to himself.

808. What room did Mr. Grant occupy?—I suppose there is the clerk's office and

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and the principal's office, in the ordinary way of an attorney's office; is that so?—He may be sometimes in Mr. Vivian's room and sometimes in the other.

809. You mean sitting there as clerk?—Yes.

810. When did you see Raymond Grant last?—A short time ago.

811. How long ago; how long is it since you saw Raymond Grant?—What; at Great George-street?

812. Anywhere at all?—I do not think I have seen him in Great George-street for a fortnight.

813. But anywhere else?—I think I saw him the day before yesterday.

814. That is the very last time, is it; because I want particularly to get the last time; exactly the last time you saw him?—No; this is Tuesday; I saw him yesterday.

815. This is Tuesday, 20 minutes to one; when did you see him last?—I saw him yesterday.

816. About what time?—About half-past ten.

817. In the morning or night?—In the morning.

818. Yesterday morning at half-past ten you saw Raymond Grant?—Yes.

819. Where?—On an omnibus.

Mr. *Macaulay* objected that the evidence was not relevant, but was being pursued merely to found an application.

Mr. *James* stated that was so.

The *Chairman* inquired whether the Counsel for the Petitioner had a reasonable ground for believing that this would be important upon the matter in question.

Mr. *James* stated that he was going to make an application almost immediately upon it for the assistance of the Committee.

Mr. *Macaulay* submitted that, under these circumstances, those who made the application should show to the Committee some sufficient ground for the application, by proving that they had made proper efforts to procure the attendance of the absent party.

The *Chairman* stated that if Counsel represented that it was with reference to an application to be made, that was sufficient.

820. By the *Committee.*] You saw him yesterday morning at half-past ten, on an omnibus?—Yes.

821. Mr. *James.*] How long is it since you have seen him at Mr. Carnsew's office, where he is clerk?—Ten days or a fortnight ago.

822. When did you last see him to speak to him?—It is some time.

823. About how long; have you seen him to speak to him since this inquiry has been pending before this Committee?—I may have done so.

824. You may have; have you spoken to him; when?—I forget the precise day.

825. By the *Committee.*] About?—I have been with him this last three weeks.

826. Mr. *James.*] But since this inquiry before the Committee; you have been summoned as a witness here; do you not know that this inquiry commenced last Thursday?—I was here last Thursday.

827. Assume that this inquiry commenced upon Thursday; have you seen him since Thursday to speak to him? Have you spoken to him since Thursday?—No, I have not; I do not think I have.

828. Have you seen him, with the exception of yesterday, at half-past 10, on an omnibus, since last Thursday?—No, I have not.

829. When did you last speak to him?—About a fortnight ago.

830. You say he has not been at Mr. Carnsew's offices for a fortnight?—I have not seen him there.

831. Do you know where he lives?—No, I do not.

832. In what direction was he going by the omnibus?—He was going towards the City.

833. A City omnibus, was it?—Yes.

834. By the *Committee.*] That was yesterday?—Yes.

835. Mr. *James.*] Did you recognise him; did he see you?—No, he did not see me.

836. You saw him, but he did not see you; are you sure it was he?—I am sure it was him.

837. Has

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837. Has he any other place of business or office besides his clerkship at Mr. Carnsew's, to your knowledge?—Not that I am aware of.

838. Mr. Vivian, also, is a clerk; did you say you thought his name was James Vivian?—Yes.

839. When did you last see James Vivian?—I do not know; for it did not concern me when I saw him.

840. Just try and recollect, as nearly as you can, when you think you last saw him; did you see him yesterday?—No, I have not seen him for several days.

841. How long is it, to the best of your recollection, since you last saw James Vivian?—I might have seen him a week ago, I think.

842. Did you see him upon the Wednesday afternoon, before this inquiry commenced?—Yes, I think I did.

843. Were you served with a warrant to attend this Committee on the 20th of February?—I was served on a Monday.

844. Just see whether it was not on the Tuesday (*handing a document to the Witness*)?——

845. Mr. *Macaulay*.] Is that your own hand-writing?—No. It was on the Tuesday.

846. Mr. *James*.] Where were you served?—In Great George-street.

847. At your office?—Yes.

848. On that day, Tuesday, the day that you were served, did you see James Vivian?—Yes.

849. Where did you see James Vivian on Tuesday, the day that you were served with the warrant?—I saw him in the clerk's office.

850. In Mr. Carnsew's office?—In Mr. Carnsew's clerk's office.

851. In whose company did you see him; who were with him?—One of the other clerks, I think.

852. Was Mr. Carnsew there?—No.

853. Has Mr. Vivian been at the office since Tuesday or not, to your knowledge?—It is on the Wednesday that I said I thought I saw him last.

854. By the *Committee*.] You were served with the warrant, you said, on Tuesday; I thought you said you saw Mr. Vivian on that day?

855. Mr. *James*.] You saw him on the Tuesday, the day you were served in Mr. Carnsew's office?—Yes.

856. When was the last time you saw him; did you see him on the Wednesday?—I saw him on the Wednesday.

857. About what time on the Wednesday?—About one o'clock, I should think; between 12 and one.

858. Where on the Wednesday?—In Great George-street.

859. In Mr. Carnsew's office?—In Mr. Carnsew's office.

860. In the clerk's office or in Mr. Carnsew's private room?—In the clerk's office.

861. In his usual place?—Yes.

862. Is that the last time you have seen him?—That is the last time I have seen him to the best of my recollection.

863. Has he been there to your own knowledge since?——

[The Witness withdrew.

Mr. *Macaulay* objected to the question; the Witness had already said that he had not seen him since last Wednesday, therefore the Witness could not answer from his own knowledge, but merely from information received elsewhere.

The *Chairman* stated that the question might be put.

The Witness was again called in.

The question was read.

Witness.] Not that I am aware of.

864. Where does James Vivian live?—I do not know.

865. Had you in August last an account at the Royal British Bank?—I had.

866. Did you draw a cheque for 400*l*. in August on the Royal British Bank?—No.

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867. Did you draw a piece of paper then?—No.

Mr. *Macaulay* submitted that the cheque must be produced.

868. Mr. *James.*] You have been summoned to bring your pass-book, I believe?—I have.

869. Have you brought it?—Yes.

870. You have been summoned to bring your cheques which have been paid at your bankers, and cancelled as paid?—Yes.

871. Have you brought them?—Yes.

872. Did you pay in on the 21st of August, to the credit of your account, a cheque for 400*l.*?—Yes.

873. By whom was that cheque drawn?——

[The Witness withdrew.

Mr. *Macaulay* objected to the question; the cheque must be produced to speak for itself.

Mr. Serjeant *Kinglake* was heard in support of the question. Evidence that a cheque for 400*l.*, drawn by Mr. Laurie on the 21st of August, and paid to the Royal British Bank to the account of Mr. Fuller, had been given; notice had been served to produce the cheque, but its production had been refused; this was therefore evidence.

Mr. *Macaulay* was heard in reply.

The *Chairman* stated that there was a difficulty in the minds of the Committee upon this question; the Witness might be asked from whom he received it, but the Committee were desirous of being relieved from a decision upon this question, if possible.

Mr. *James* stated that he thought it would be necessary to have the decision of the Committee upon this point before they arrived at the end of the case, but he would try to avoid it if he could.

The Witness was again called in.

874. Mr. *James.*] As to the cheque for 400*l.* on the 21st of August, from whom did you receive that cheque?—I hardly know whom it was from; whether it was from Mr. Vivian or not.

875. By the *Committee.*] You must know; it is not so long ago, and it is a large cheque; try your memory?——

876. Mr. *James.*] Mr. Vivian is an attorney's clerk; he is not, I suppose, in the habit of giving cheques to that amount?—I received a cheque for 400*l.*; I do not know whether it was from Mr. Carnsew or Mr. Vivian.

877. Was it from one or the other?—Either one or the other.

878. For what purpose did you receive it, either from Mr. Carnsew or from Mr. Vivian?—I have had money transactions with Mr. Carnsew, and if I received money from him or his clerk it always went to his account.

879. What did you do with it; cash it, or what?—I paid it into my bank.

880. Did you receive it for the purpose of cashing it, or what directions did you receive about it?—Of course I paid Mr. Carnsew the money afterwards; I sometimes had money transactions; I had had before; and of course it was paid to him.

881. By the *Committee.*] Your answer is that you received a cheque from Mr. Carnsew or Mr Vivian, and you got it cashed, and paid the proceeds which you received to Mr. Carnsew?—If not, I paid it away as he directed.

882. Mr. *James.*] Were not the directions that you were to cash that cheque paid through your bankers, or give cash for it?—I did cash it.

883. Now, the cheque, we hear, is dated the 21st of August, for 400*l.*; is that the day on which you received it, or did you receive it before?—I received it before.

884. Was it a post-dated cheque?——

Mr. *Macaulay* objected to the question.

885. Mr. *James.*] You received it before; was the cheque dated the 21st of August?——

[The Witness withdrew.

Mr.

Mr. *Macaulay* objected to the question.

The objection was sustained.

The Witness was again called in.

886. Mr. *James*.] This cheque was dated, as we all agree now, the 21st of August, this cheque of Mr. Laurie's for 400 *l.*; did you receive that cheque on the day on which it was dated, or was it given to you before?—It was paid to me before.

887. Dated the 21st, and was paid to you before; do you remember how shortly before, the 21st?—Some two or three days.

888. When that cheque was paid to you two or three days before it was dated, were you requested to advance any money upon it?—Well, I forget now, whether I was or not.

889. Do try and recollect?—I daresay the bank book will prove that, will not it?

890. No, it will not prove the advance; were you requested to advance, when that cheque was brought to you two or three days before the 21st of August, were you requested to advance any money upon it?—I daresay I might have advanced Mr. Carnsew some, because he was in the habit of doing so.

891. Were you asked to advance him; you had never seen a cheque of Mr. Laurie's before, had you?—

Mr. *Slade* objected to its being assumed to be a cheque of Mr. Laurie's.

Mr. *Macaulay* was heard on the same side.

Mr. *James* submitted, that if a cheque drawn by Mr. Laurie, dated the 21st of August, had been proved to have had existence, he might go into secondary evidence upon the subject; as the notice to produce the cheque had not been complied with, he was in course of tracing that that cheque was in Mr. Fuller's hands.

The *Chairman* stated, that the question was as to the identity of the cheque; the previous evidence, that the proceeds of a cheque of the 21st of August were paid to Mr. Fuller's account, rendered it unnecessary to resort to any irregularity in proof.

892. Mr. *James* (to the *Witness*).] Had you ever, in that year or before, in your life, had any other cheque of Mr. Laurie's for 400 *l.*, or any other cheque of 400 *l.* paid to you by Mr. Carnsew at that time, the 21st of August?—No.

893. I was asking you, you say you received the cheque two or three days before the 21st of August, the day upon which the date was, were you requested to make any advances upon that cheque by the person, either Mr. Vivian or Mr. Carnsew, who gave it to you; when that cheque was given to you, either by Mr. Carnsew or Mr. Vivian, were you requested to advance any money upon it?—Yes, I think I did; I might have.

894. What did you advance?—I forget.

895. To the best of your recollection, about what did you advance upon the faith of that 400 *l.* cheque?—I advanced a sum to Mr. Vivian, if I recollect rightly, upon it; I think there was a cheque of 15 *l.* paid to him.

896. Surely you can recollect how much you advanced upon the faith of this cheque; how much did you give to Mr. Vivian?—There was 15 *l.*, I think, paid to Mr. Vivian.

897. To whom else did you advance money upon the faith of this cheque; did you advance to anybody else?—Then I paid the remainder away as Mr. Carnsew directed.

898. By the *Committee*.] You are asked, when you received the cheque, whether you advanced anything upon the faith of it; you say you advanced, when you received the cheque, to Mr. Vivian, 15 *l.*; did you make any similar advance to anybody else?—Not that I recollect at the present moment; Mr. Carnsew may have asked me to pay, perhaps, 50 *l.* for him, or 100 *l.*

899. You stated, that after you got the money, you paid sums for Mr. Carnsew, but the Counsel asked you, whether, before you received the money, you advanced anything upon the faith of the cheque upon receiving it; you say you did, 15 *l.*?—Yes, 15 *l.*; I recollect I had upon other occasions done the same, and did so then, I make no doubt.

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900. You said something about 100 *l.*?—Yes; that I might have done so.

901. Mr. *Macaulay.*] Would not that be in your banker's pass-book?—Yes.

902. Have you got it there?—Yes.

903. Mr. *James.*] Will you allow me to see that part of the pass-book which has reference to that?——

Mr. *Macaulay* objected.

The *Chairman* stated that the Witness might refresh his memory from the book if he chose, and that the learned Counsel might look at the part which the Witness referred to.

The *Witness.*] The 21st of August, I think.

904. Mr. *James.*] The Honourable Baronet said that you certainly dropped the fact of advancing 100 *l.* to Mr. Carnsew?—I said I might have done so.

905. But did you, or not; look at your book (*the Witness referred to the book*)?—No, I did not.

906. What did you advance upon the faith of that cheque; tell the Committee now?—Only 25 *l.*

907. What became of the proceeds of the cheque?—They were paid away.

908. By the *Committee.*] To whom did you advance the other 10 *l.*; you say you advanced 15 *l.* to Mr. Vivian, to whom did you advance the other 10 *l.*?—The 10 *l.* to Mr. Carnsew.

909. Mr. *James.*] Those are all the advances before the 21st, before the day that the cheque was due?—Yes.

910. What I ask is this: did you before the 21st of August, between the date of your receiving the cheque and the date of the cheque, advance any money upon the faith of it?—I did.

911. What sums did you advance upon the faith of it before the 21st, the day it was dated, and was therefore due?—£. 15 and 10 *l.*; 15 *l.* to Mr. Vivian.

912. Ten pounds to whom?—£. 10 to Mr. Carnsew.

913. Are those all the sums you advanced upon the cheque before the 21st, when you paid it into your banker's?—Yes; it appears so by my books.

914. To whom did you subsequently advance the money; on that day, the 21st, did you advance any money?—I paid away.

915. Paid it by your banker's, did you not?—Yes, I paid some money away for Mr. Carnsew.

916. How much?—I do not know; they were drawn in small amounts.

917. By the *Committee.*] When you got the cash for the cheque, you paid it away for Mr. Carnsew?—Yes.

918. Mr. *James.*] This cheque, which would be credited to your account, and would stand 400 *l.* to your account, I think you stated that you paid away the assets of that cheque as Mr. Carnsew directed?—I did.

919. You paid away that cheque as Mr. Carnsew directed?—Yes.

920. By the *Committee.*] Did you make those payments on the 21st, or on subsequent days?—On subsequent days.

921. Did you make any on the 21st?—The 23d appears here.

922. Then, except the 15 *l.* and the 10 *l.*, did you make any of those payments on the 21st?—No; the 23d appears in my book.

923. Mr. *James.*] Can you give us the names of the parties to whom you made the payments, and the object of the payments at all?—I have drawn them in Mr. Carnsew's favour.

924. You made the payments in Mr. Carnsew's favour?—Yes.

925. Were they private debts of his own or not?—I do not know where they went to.

926. But you paid the parties, you said?—Yes; I paid different people in cheques of 20 *l.*, 26 *l.*, and 25 *l.*

927. Were any of the payments connected with the election?—I know nothing about the election.

928. To your knowledge?—I know nothing about the election.

929. Mr. *Macaulay.*] To your knowledge, were any of them connected with the election?—No, I had nothing to do with the election.

930. Mr. *James.*] Payments made to people in London, or at Barnstaple?—In London.

931. Give us the names of a few of them to whom you made the payments?—There was a Mr. Lewin I paid.

932. Mr. *Slade.*] How much to him?—£. 35. 10.

933. Mr. *James.*] Yes.—And Mr. Bowen 20 *l.*

934. Did you in this way pay away and disburse the cheque of the sum of 400 *l.*?—Yes.

935. You did that under Mr. Carnsew's directions?—Under Mr. Crantsew's directions.

936. Did you pay anything to Mr. Grant; you said you paid Mr. Vivian something; did you pay anything to Raymond Grant?—Not on this occasion.

937. By the *Committee.*] Out of this 400 *l.* you did not pay anything to Mr. Grant; is that it?—Not out of that, I did not.

938. Mr. *James.*] Now we come to the cheque of the 2d of September?——

Mr. *Macaulay* objected, that Mr. James was inspecting the banker's book in order to examine the Witness, submitting that he had no right to use the book as his brief.

The *Chairman* stated, that there was no objection to the learned Counsel looking at any paper or writing to serve as instruction to put a question; the nature of the instruction would not give validity to the question.

939. Mr. *James.*] Did you receive a cheque on the 2d of September; we come now to that cheque for 300 *l.*; I do not mean receive the proceeds; was a cheque of that kind given to you?—Yes.

940. I am not asking whether you received the assets. Did a person give you a cheque of that kind into your hands?—I paid a cheque for 300 *l.* into my bankers on the 2d.

941. Who gave you that cheque; from whom did you receive it?—From Mr. Carnsew.

942. That cheque we understand, and we know now, was dated on the 2d of September; you say you paid it into your banker's on that day; did you receive that cheque some days before that date or not?—Some two or three days before.

943. Were any directions or any requests made to you by Mr. Carnsew, when he handed you that cheque for 300 *l.* of the 2nd of September; for what purpose was it handed to you?—To be paid in to my account.

944. What were you to do with the proceeds?—To pay them away for him.

945. To pay the proceeds away for his use?—Yes, for his use.

946. And under his direction?—Yes, and under his direction.

947. Did you advance any money upon that cheque before you paid it into your banker's, just the same as the other, before you cashed it (*the Witness examined his book*)?—Yes, 80 *l.* I see I advanced upon that.

948. Eighty pounds upon that before it was paid into your banker's?—Yes, before it was paid.

949. To whom did you give that 80 *l.*?—To Mr. Carnsew.

950. By the *Committee.*] You said before, that you paid it to Mr. Carnsew, and that you paid it to Mr. Carnsew's order, the other cheque; was this 80 *l.* paid direct to Mr. Carnsew or to Mr. Carnsew's order?—This 80 *l.* was paid direct to him.

951. Mr. *James.*] You paid the 80*l.* direct to Mr. Carnsew upon the faith of the cheque; you paid it before the day the cheque was presented, before the 2d; you paid it direct to Mr. Carnsew?—The 80 *l.*

952. Did you advance any more upon the faith of that cheque, before you paid it into your banker's on the 2d; was that all?—I did not pay any more money until the morning of the 2d.

953. On the morning of the 2d you paid it into the British Bank to your credit?—I did.

954. What did you advance upon the 2d, upon the faith of that cheque?—£. 145.

955. By the *Committee.*] To whom?—To Mr. Carnsew.

956. That is in addition to the 80 *l.*?—Yes.

957. Mr. *James.*] That makes 225 *l.*, that leaves 75 *l.* to account for on the cheque; to whom did you pay the other money, as the proceeds of that cheque; the remaining 75 *l.*?—That was drawn in small amounts.

 958. I observe

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958. I observe you said, as to the former cheque, you did not upon that occasion advance anything to Mr. Grant; did you advance anything out of this to Raymond Grant, the dark gentleman?—No, I do not think he was there.

959. By the *Committee.*] You stated as to the other cheque, that you had not upon that occasion advanced anything to Mr. Grant; did you upon this occasion advance anything to Mr. Grant?—I did not.

960. Mr. *James.*] Can you tell us to whom you paid the other 75 *l.*?—I see there is the name of Mr. Cowie there for 25 *l.*; Mr. Carnsew asked me to draw that.

961. They were private matters of Mr. Carnsew's?—They were.

962. You paid away the rest of that to Mr. Carnsew's order?—Yes.

963. Now we come to the third cheque, on the 15th of January; a cheque for 80 *l.*; that cheque we see here was not paid through your banker's, but was that cheque handed to you crossed "London and Westminster"?—It was.

964. Had you in your hand, or did you see, a cheque on the 15th of January 1855, signed by Mr. Laurie, for the sum of 80 *l.* payable to "expenses"?——

Mr. *Macaulay* objected to the question.

After some discussion the objection was withdrawn.

965. Mr. *James.*] Had you in your hand, or did you see a cheque on the 15th of January 1855, signed by Mr. Laurie, for the sum of 80 *l.*, payable to "expenses"?—I had a cheque of Mr. Laurie's.

966. Was it for 80 *l.*?—Yes.

967. Was it crossed "London and Westminster Bank"?—It was.

968. Was it payable to "expenses"?—I think it was.

969. Who gave you that cheque?—Mr. Grant.

970. Raymond Grant gave you that?—Mr. Grant gave me that.

971. By the *Committee.*] You got that cheque from Mr. Grant?—I got that cheque from Mr. Grant.

972. Mr. *James.*] What did Mr. Grant ask you to do with it; what did he direct you to do?—He wanted some money.

973. Had Mr. Raymond Grant a banking account, do you know?—I suppose not.

974. It was crossed you say "London and Westminster"?—Yes.

975. You know, as a mercantile man, that that could only be paid or cashed to any person who had an account at the London and Westminster?——

Mr. *Macaulay* stated that that was not so.

976. Mr. *James.*] What did you do; Mr. Grant you say wanted some money; what did you do?—I let him have some; I gave him 30 *l.*

977. By the *Committee.*] Do I understand you to say you received this cheque from Mr. Grant?—I received that cheque of 80 *l.* from Mr. Grant.

978. And you gave him 30 *l.* upon it?—Yes.

979. Mr. *James.*] This cheque, or rather a cheque, was dated the 15th of January; did Mr. Grant give you that cheque before the 15th?—I lent Mr. Grant 30 *l.* upon it on the 29th of December.

980. Had you this cheque, or a cheque dated the 15th of January, in your hands on the 29th of December?—Yes.

981. By the *Committee.*] Then you say 30 *l.* you lent Mr. Grant?—Yes, 30 *l.*

982. On the 29th of December?—On the 29th of December.

983. Mr. *James.*] Upon the faith of the cheque, you say; what did you do with the rest; the cheque was for 80 *l.*?—Then I gave Mr. Grant another cheque for 50 *l.*

984. Mr. *Macaulay.*] When was that?—The following day.

985. Mr. *James.*] The 30th?—Yes.

986. That made up the 80 *l.*, the full amount of the cheque?—Yes.

987. And you advanced those two sums 15 days before the cheque was due and payable upon the faith of it?—Yes.

988. How did you dispose of the cheque, because it is crossed "London and Westminster," and you bank at the Royal British; how did you get the cheque cashed?—I paid it through a friend of mine.

989. Who had an account at the London and Westminster?—Who had an account at the London and Westminster.

990. Who

990. Who was he; but it is not very material?—No, only you may wish to have him down here, and it may be inconvenient; I do not see why I should give his name.

991. Never mind; you paid it through a friend of yours?—I paid it through a friend of mine.

992. Was Mr. Carnsew, to your knowledge, in town or not at that time when you advanced that money to Mr. Grant?—He was in town.

993. Did you see Mr. Carnsew about the advance of this 80*l.* to Mr. Grant; did you receive any directions from him?—No; he was not in at the time that Mr. Grant wanted the money.

994. When the first cheque was brought to you, the cheque of the 21st of August, for 400 *l.*, were you shown any paper or agreement?—Yes, I think I was.

995. Mr. *Macaulay.*] Shown a paper?—Yes.

996. Mr. *James.*] Who showed you that?—Mr. Vivian I think.

997. By the *Committee.*] You were shown a paper by Mr. Vivian; on what day?—Some two or three days before the 21st of August.

998. Mr. *James.*] Was that at the same time that you were asked to cash the cheque?—Yes.

999. Did you read it?—I did; but carelessly.

1000. I mean, you read it cursorily?—Yes.

1001. Had the showing you that paper anything to do with the advance of the money; was anything said about it at the time that the paper was shown to you, at the same time that the request was made to advance the money?—Will you put the question again?

1002. Was it at the same time that the request was made to you to advance money upon the cheque that the paper was shown to you?—Yes.

1003. For how long do you think you saw the paper; for what time; you read it; did you have it in your hand?—Yes.

1004. You had it in your hand, and read it; what kind of looking paper was it for the purpose of identity?—A memorandum, I think, if I recollect, about the size of that (*pointing to a sheet of foolscap*).

1005. Written on foolscap paper, or what?—I do not know whether it was written on foolscap paper or not; it was a small memorandum.

1006. You say, Mr. Vivian showed it to you, and you had it in your hand and read it; to whom did you give it back?—To Mr. Vivian.

1007. Did you know the handwriting?—No. Do you mean the signature, or the handwriting of the paper?

1008. Did you know the handwriting?—No, I do not think I did; I could not swear to it.

1009. Did you know the signature?—No.

1010. By the *Committee.*] Did you know the handwriting of all or any part of it?—No.

1011. Mr. *James.*] You did not know the handwriting of any of it?—I could not swear to it.

1012. To the best of your belief, do you know the writing of any part of it?—No; I could not swear to the writing.

1013. But to the best of your belief, you are not asked to swear; to the best of your belief. I ask you now, upon your oath, to the best of your belief, do you know in whose handwriting any of it was, from any knowledge you have subsequently acquired?—

Mr. *Macaulay* objected to the question.

1014. Mr. *James.*] I am asking you, from the knowledge you now have, sitting in that box, to the best of your belief, have you any knowledge of any part of that handwriting; I do not ask you what you knew then?—

1015. By the *Committee.*] To the best of your belief, do you know the handwriting of any part of that paper?—I thought it was Mr. Vivian's writing.

1016. Not thought, but you believed it?—I believed it.

1017. Mr. *James.*] Can you form any belief as to the handwriting of the signature; do not say whose it was?—I had never seen it before.

1018. But to your knowledge now?—Yes.

[The Witness withdrew.

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Mr. *Macaulay* objected to the course of examination; it might be that the knowledge which the Witness stated he possessed, was not of a kind which would be legal evidence; the question was ambiguous.

The *Chairman* suggested that the ambiguous form of the question should be corrected.

The Witness was again called in.

1019. Mr. *James.*] Can you now form any belief in whose handwriting the signature to that document was?—

Mr. *Macaulay* objected to the question.

1020. By the *Committee.*] Have you any belief now in whose handwriting that signature was; you need not mention the name of the signature?—Yes.

1021. Mr. *James.*] In whose handwriting was the signature?—

Mr. *Macaulay* objected to the question.

The *Chairman* stated, that the Committee were of opinion that the question could not be asked.

Mr. *James* submitted that the answer had been already given, under the permission of the Committee, as to the body of the document; he merely proposed to ask as to the other part; he did not ask the Witness to state the contents; but in conformity with what had been already allowed, this question was permissible.

The *Chairman* observed that the signature was part of the contents; at present secondary evidence could not be given, as it was not pretended to be a document in the custody of Mr. Laurie; the Committee had no reasonable doubt that the Counsel were not entitled at present to go further.

Mr. *James* suggested that the point had not yet been argued.

The *Chairman* stated that the Counsel could argue the question if they thought fit, but the Committee had really no reasonable doubt.

1022. Mr. *James.*] Without stating in whose handwriting it was, you have a belief as to whose handwriting it was in, you say?—Yes.

Mr. *Macaulay* requested permission before the examination went further, to cross-examine the Witness, in order to ascertain how he had acquired his belief.

The *Committee* assented to the application.

1023. Mr. *Macaulay.*] Do I understand you that when you saw that paper you had no belief as to whose handwriting the signature was in, but that you now have a belief; that when you saw it you did not know the handwriting?—I did not know the handwriting.

1024. Now, with reference to the person as to whom you may now have a belief, have you since that time, by correspondence or by document or otherwise, acquired any knowledge of his handwriting?—I have not since.

1025. Did you ever see him write?—Yes.

1026. Do you mean that you have seen him write; seen him use a pen?—Yes.

1027. Mr. *James.*] What have you seen him write?—I do not know; I never read it.

1028. Have you seen cheques in the same signature as the signature to that agreement?—Yes.

1029. By the *Committee.*] And have you obtained money upon those cheques?—Yes.

1030. Mr. *James.*] Have you obtained money for a cheque for 400*l.*, dated the 21st of August?—Yes.

The *Chairman* stated that it might be taken that the Witness had acquired subsequently means of knowledge.

1031. Mr. *James.*] Was one of those cheques a cheque of the 21st of August for 400*l.*?—That was paid into my banker's.

1032. Is

1032. Is that the means by which you have obtained a knowledge of the handwriting of the signature to that document?—Yes.

1033. Was it the signatures to the cheques for 400*l.* and 300*l.*; are those the cheques to which you allude with reference to the signature to that agreement?—Yes, to the best of my belief.

1034. Now we come to this document, this memorandum; you say that Mr. Vivian showed it to you; you had it in your hand, and you read it; who had that document last in his possession, to your knowledge; did you give it back to Mr. Vivian?—I give it back to Mr. Vivian.

1035. Is that the same Vivian who was a clerk at Mr. Carnsew's; James Vivian?—The same.

1036. Have you seen that memorandum or document or paper since you gave it back to Mr. Vivian?—I do not think I have.

1037. Are you quite sure, to the best of your recollection?—Not since; I do think I have seen it since.

1038. Was that the first time you had seen it, or did you only see it upon that one occasion?—No, I had seen it before.

1039. Who had shown it to you before; where had you seen it before?—I had seen it in Mr. Carnsew's office before.

1040. When before?—A day or two, it might have been, before I saw it in Mr. Vivian's hands.

1041. In whose hands was it when you saw it before you saw it in Mr. Vivian's?—In Mr. Carnsew's, I think.

1042. You think; have you any doubt about it, to the best of your recollection?—To the best of my recollection I saw it in his hands.

1043. Did he show it to you?—Yes.

1044. Did you read it then?—Yes; not particularly.

1045. Was it in his office that he showed it to you?—Yes.

1046. Upon what occasion did he show it to you?—Well, I do not know; really I do not recollect.

1047. For what purpose?—I quite forget now what the purpose was for.

1048. Try and remember?—I quite forget; it might have been about some money; I suppose the cheque might have been produced that day, and I recollect perfectly well with regard to the cheque of Mr. Vivian; beyond that I do not know.

1049. It might have been in connexion with some money matters, you say?—It might have been.

1050. You had no connexion with the Barnstaple election in any way, had you?—None whatever.

Cross-examined by Mr. *Macaulay*.

1051. Just refer, will you, to your books; will they inform you how you disbursed at Mr. Carnsew's directions the 400*l.* which you received from the Royal British Bank, your own bank; you paid in the cheque of the 21st of August for 400*l.*; you had previously paid to Mr. Vivian 15*l.*, and 10*l.* to Mr. Carnsew?—Yes.

1052. When you paid that in to your credit, let me have a string of the sums of money, and the quarters to which you disbursed them at Mr. Carnsew's directions; you have mentioned to us that you had paid Mr. Lewin 35*l.* 10*s.*?—Yes.

1053. And Mr. Bowen 20*l.*?—Yes.

1054. Go on?—Mr. Howell 26*l.* 5*s.*

1055. Who is the next?—Mr. Wreford 5*l.*, Mr. Heale 19*l.* 19*s.* 6*d.*

1056. Who else?—Mr. Kettle 174*l.* 11*s.* 4*d.*, Mr. Whitelock 10*l.*

1057. Go on; had you transactions yourself with Mr. Carnsew?—Yes.

1058. Were you in Mr. Carnsew's debt at this time, do you remember?—When?

1059. On the 21st of August?—No.

1060. Did you owe him any money; 70*l.* or 80*l.*, or any such sum as that?—No.

1061. Had you transactions and an account with Mr. Carnsew?—Oh, yes, for a long time.

1062. Had you struck a balance shortly previous to that, and found a sum due from you to him?—Yes, there was a balance at one time due to him.

Mr. *G. Fuller.*

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1063. How long before the 21st of August was that 77*l.* odd?—I do not know what date it was.

1064. Just refer to the book; can you see that?—No.

1065. Do not you remember some 10 days before a balance had been struck, showing you a debtor to him 77*l.* odd?—Yes.

1066. There had been no transactions, had there, between that time and this cheque of 400*l.*?—There had been transactions.

1067. Between the balance of 77*l.* and this cheque of 400*l.*?—Yes, I expect so.

1068. Had there been any money transactions between you and Mr. Carnsew to disturb that balance of 77*l.* odd some days previously?—When do you mean; up to what date?

1069. By the *Committee.*] Your answer is, that you have had transactions and accounts with Mr. Carnsew?—Yes.

1070. And that before the 21st of August in the last year, there was due from you upon an account struck 77*l.* odd to Mr. Carnsew; now attend to the question?—Yes.

1071. Mr. *Macaulay.*] I ask whether there had been any money transactions to alter that balance of 77*l.* odd?—Yes, I believe there had.

1072. Have you got them here?—No.

1073. Are you able to tell the Committee that that balance of 77*l.* odd was not due from you on the 21st of August, or when you were wanted to advance money upon this cheque?—Yes, there might have been a balance due then; that was on one transaction; that was on a private transaction.

1074. Have you ever since the balance of 77*l.* odd struck a balance with Mr. Carnsew since that time?—No.

1075. By the *Committee.*] Did I understand you to say that subsequently to the balance of 77*l.* odd being struck, there had been some monetary transaction between you and Mr. Carnsew previous to your making these payments for him from this cheque of 400*l.*, which disturbed that balance of 77*l.*, diminishing or increasing it?—That was on a private transaction; there are several others.

1076. Was that balance of 77*l.* still in existence between you and Mr. Carnsew, or had it been disturbed from its previous existence when you made these payments for him in respect of this cheque of 400*l.*?—I do not think it was disturbed; not that private balance.

1077. Mr. *Macaulay.*] Had you a current business account then with Mr. Carnsew?—There are private transactions.

1078. I just wish to draw your attention to the 80*l.* cheque, dated on the 15th of January, the amount of which you paid to Mr. Grant; you paid that in two sums, I think, of 30*l.* and 50*l.*, did you not?—£. 30 and 50*l.*

1079. You said, in answer to a question put by my learned friend, that Mr. Grant wanted some money?—Yes.

1080. Did you understand from him for what the money was wanted; you remember, do not you, what Mr. Grant wanted the money for?—Yes; he asked me for money. Yes.

1081. But you recollect for what purpose it was wanted, do you not?—Yes.

1082. Tell the Committee, for the referencing in the South Eastern, was not it; the Great South Eastern I believe they call it?—Yes.

1083. What is the name of the railway, the Direct South Eastern?—The Direct South Eastern, I believe it was.

1084. The referencing was part of the preparation for Parliament for the Great South Eastern?—Yes.

1085. The referencing would of course include the taking of the reference, as well as the making up of the book?—I understand it was so.

1086. Was Mr. Carnsew the solicitor for the project, the Great South Eastern?—He was.

1087. The Direct South Eastern?—Yes.

1088. Now turn to the book and tell us how you disposed of the proceeds of the cheque for 300*l.*; you have told us in part, I think, that you paid to Mr. Carnsew himself 80*l.* and 145*l.*; that is 225*l.*, which leaves 75*l.* to be accounted for; how did you apply the 75*l.*?—Mr. Cowie had 25*l.*

1089. Is it Mr. Cowie, the very distinguished gentleman of that name, who was senior wrangler, and afterwards the president of the College of Civil Engineers at Putney?—I believe it is the same.

1090. Was

1090. Was it 25*l.* or 75*l.* to Mr. Cowie?—£. 25.

1091. Mr. Cowie is connected by marriage, is he not, with Mr. Carnsew?—He is.

1092. His brother-in-law?—Yes.

1093. Have you any account of how you disposed of the other 50*l.*?—Mr. Chubb, 25*l.*

1094. What is he?—He is a friend of Mr. Carnsew.

1095. That makes 50*l.*; 25*l.* to Mr. Cowie and 25*l.* to Mr. Chubb; that is 50*l.*; now there is 25*l.* more to make 75*l.*; is the other 25*l.* there?—Yes.

1096. What was done with it?—To a Mr. Cleland, 13*l.* 17*s.* 6*d.*

1097. Is Mr. Cleland a clergyman at Morton Pinkney, in Northamptonshire?—I believe he is a clergyman; I do not know where he lives.

Re-examined by Mr. *James.*

1098. You are speaking of the disposition of these monies at Mr. Carnsew's order?—Yes.

1099. You say Mr. Cowie is a senior wrangler; who is Mr. Chubb?—He is a solicitor, I believe.

1100. Chubb & Dean, of Gray's Inn?—I believe so.

1101. You have been asked about Mr. Carnsew wanting the money, and about the books of reference of the South-eastern; had Mr. Laurie anything to do with the reference of the South-eastern Railway?—I do not know.

1102. Had you something to do with it; were you the surveyor?—I was not.

1103. Had Mr. Laurie anything to with it?—Not to my knowledge.

1104. At the time that Mr. Grant had this conversation, that Mr. Grant asked you for money for the South-eastern reference, did he state to you how he came with Mr. Laurie's cheque at the time he talked about it; at the same conversation?——

[The Witness withdrew.

Mr. *Macaulay* objected, that this did not arise out of the cross-examination.

Mr. *James* submitted, that having had part of the conversation, the Committee were entitled to the whole.

The *Chairman* stated, that the Committee were of opinion that the question might be put.

The Witness was again called in.

The question was read.

Witness.] Yes, he did; he talked to me.

1105. What did he say?—He said that he had received it from Mr. Laurie.

1106. A cheque from Mr. Laurie; what for?——

Mr. *Slade* objected to the question.

The *Chairman* stated that the Committee were of opinion, that Mr. James was not entitled to ask as to any conversations at this time between Mr. Grant and the Witness, as against Mr. Laurie.

Mr. *James* submitted that this was part of the same conversation, a portion of which had been already admitted, and that he was merely following out the result of the decision of the Committee.

The *Chairman* stated that the Committee might have relaxed the rule a little heretofore, in order to promote the inquiry, but that they must recur to the strict rule, and that Mr. James was not entitled to put the question as to the purpose for which the cheque was received.

[The Witness withdrew.

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Mr. *James William Vivian* was called, but did not answer.

Mr. Serjeant *Kinglake* stated, that it was impossible to proceed satisfactorily with the inquiry in the absence of Mr. Vivian, who he had every reason to believe was keeping out of the way to avoid service of the warrant to attend before this Committee. Under these circumstances, he had to ask all the assistance which the Committee could afford him to procure the attendance of the party in question, and an adjournment until that was effected.

William Richard Drake, Esq., having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

W. R. Drake, Esq.

1107. ARE you the Agent for the Petitioner?—I am.

1108. Did you obtain a subpœna for the purpose of serving Mr. Vivian?—Yes, I did; on the 16th of February.

1109. What did you do upon that; do you know Mr. Carnsew's offices?—I do.

1110. No. 34, Great George-street?—I do.

1111. Will you state what steps you took for the purpose of ascertaining where Mr. Vivian was to be found?—In the first instance, I put this into the hands of the messenger for the purpose of serving Mr. Vivian.

1112. Mr. *Macaulay*.] Who is the messenger?—I think William Johnson; I am not quite sure whether I put it into his hands at the moment; subsequently, in consequence of information I received from Johnson, I myself went to Great George-street.

1113. Mr. Serjeant *Kinglake*.] To Mr. Carnsew's office?—To Mr. Carnsew's office.

1114. Did you make any inquiries there?—I did.

1115. Will you state what they were?—I made inquiries; I served Mr. Fuller with a warrant; I took two warrants, one for Mr. Vivian, and the other for Mr. Fuller. I saw Mr. Fuller; upon inquiring for him I saw him, and I served him with the warrant. I then made inquiries of the persons in the house that I could meet with, and asked whether Mr. Vivian was there; I could get no satisfactory information, and I myself went up-stairs for the purpose of seeing whether Mr. Vivian was in his office, that which I understood to be his office; I was unable to succeed in finding Mr. Vivian in the house, though I had reason to believe he was in the house.

1116. By the *Committee*.] You could not find him?—I could not find him; after that time I put the warrant into the hands, I think, of Johnson again, with instructions to endeavour to serve him.

1117. Mr. Serjeant *Kinglake*.] What was the result?—The result is that he has not been served.

1118. Did you afterwards write a letter of which that is a copy in your hand?—Yes, I did; this letter has already been given in evidence.

1119. Before you read that letter, have you had any communication with Mr. Carnsew with reference to Mr. Vivian?—With Mr. Carnsew direct?

1120. Yes.—No.

1121. Have you with any one belonging to the office?—The only communication I had with Mr. Carnsew was a statement made by him in the Committee-room, that Mr. Vivian was at his office at the moment at which he spoke.

1122. By the *Committee*.] What is the date of that letter?—This is the 23d of February.

1123. To whom?—It is addressed to Mr. Carnsew, the letter is: "Sir,—As agents for the Petitioner, we think it right to inform you that we require the attendance before the Committee at 11 o'clock to-morrow of your clerk, Mr. Vivian, for the purpose of his being examined. We give you this notice in consequence of our inability to meet with Mr. Vivian, although every effort on our part has been made for some days past to serve him with the Speaker's summons, including an effort made yesterday in consequence of the information given by you in the Committee-room, that he was in attendance at your office. We trust that you will see the propriety of taking care that Mr. Vivian is in attendance, for which, of course, we shall be prepared to remunerate him or yourself as his employer, in the usual manner.—Yours faithfully, *Bircham, Dalrymple & Drake*."

1124. Did

1124. Did you still leave the subpœna or warrant with Johnson?—Yes, until this moment, when he handed it to me.

1125. With instructions to serve it?—With instructions to serve it, and to spare no expense or trouble.

1126. Have you since then obtained a warrant from the Chairman of this Committee?—A summons was issued, upon your application to the Chairman.

1127. That you put into the hands of an officer of The House?—It was put into the hands of an officer of The House by Mr. Dew, the Committee clerk; it does not come into our hands at all; it is a process of The House, executed by its officer.

1128. I believe it is not handed to the agent; it is put in force by The House itself?—Yes.

1129. I believe you have had communication with Mr. Poingdestre since?—Yes.

1130. He was here recently?—Yes.

1131. In attendance to state to the Committee what he had done?—Yes; he was in attendance here; and I begged that he would remain for the purpose of stating it, telling him that it was my intention to have an application made to The House.

Cross-examined by Mr. *Macaulay*.

1132. You say it was on the 16th of February you obtained the subpœna or summons?—Yes, that is the date.

1133. What day of the week would that be?—I cannot tell without reference.

1134. By the *Committee*.] When was the summons obtained?—It is dated on the 16th.

1135. The Chairman's summons?—The Chairman's summons was yesterday.

1136. Mr. *Macaulay*.] On Monday?—On Monday.

1137. Between the 16th of February and yesterday; when you obtained the Chairman's summons you had employed Johnson, I believe, and Johnson only, to endeavour to serve Mr. Vivian?—No.

1138. Who else?—I employed also an officer of the name of Field; I do not think he is the only person.

1139. Did you put the subpœna into the hands of Field?—Yes, I did.

1140. Is Field here?—Not that I am aware of.

1141. When did you put the subpœna into the hands of Field?—I am not quite sure when it was.

1142. About when?—About the time it was issued; I think so; I can refer, and tell you.

1143. About the 16th of February?—I can refer, and tell you when it was.

1144. About when?—About the 16th of February; there was a second warrant issued.

1145. When?—I do not know the date, I have not got it here; I do not know whether that was the one Field had or not.

1146. You have had two warrants, and gave one to one man and one to another?—Yes.

1147. The second one was the one you gave to Field, and the first to Johnson?—I think that was so. Will you allow me to mention with reference to whom I gave it, that when I first had this warrant issued, and these inquiries made at Mr. Carnsew's, I was informed that Mr. Vivian was in Wales. On that evening I met Mr. Carnsew in the Lobby of the House; Mr. Carnsew mentioned to me that the writ for the Cardigan boroughs, in which he was interested, was moved that evening. Having received information that Mr. Vivian had left for Wales that morning, I sent expressly to Cardigan for the purpose of having Mr. Vivian served.

1148. When was that?—The day on which the writ for the Cardigan boroughs was moved.

1149. That would be last Friday week?—That was the day that my clerk went down by that night's mail.

1150. Whom did you send down to Cardigan?—Mr. Hoskins.

1151. Is he here?—He is either here, or can be sent for.

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1152. The day of the week on which you went yourself to 34, Great George-street, was the Tuesday?—I think the Wednesday.

1153. Then you inquired for Mr. Vivian, and could get no satisfactory answer? I could get no satisfactory answer.

1154. Whom did you see, Mr. Fuller?—There was a lad I saw, and I think the other must have been the porter of the house; he seemed so to me.

1155. You say you afterwards gave the warrant to Johnson; how long did you have the warrant in your own possession?—I cannot tell you; I took it for the purpose of endeavouring to serve it myself.

1156. And you handed it back to Johnson?—Either to Johnson or to Field; I do not know which it was.

1157. You say that Mr. Carnsew in this room told you one day that Mr. Vivian was then at his office?—He made the observation in answer to an observation which was made here.

1158. You heard him say in this room that he was at his office?—Yes, I did.

1159. What day was that?—The day I wrote this letter, on the 22d.

1160. Was that the first day of the meeting of this Committee?—Yes.

1161. You heard Mr. Carnsew say that on that very day he was at the office?—I did.

1162. Did you go to the office?—I did not.

1163. Did you send anybody?—Yes.

1164. Who?—Who it was I cannot say; it was one of my clerks who was here at the moment.

1165. Was he sent with the warrant?—He was sent to Johnson to get the warrant, or sent to Johnson to tell him to go with the warrant.

1166. At all events, that was on Thursday?—On Thursday.

1167. Was the day it was mentioned in the Committee-room the day you wrote the letter?—The day before.

1168. Thursday it was mentioned in the Committee-room, and on Friday you wrote the letter?—Yes.

1169. On Saturday what happened?—On Saturday it was in Johnson's hands, for the purpose of service.

1170. The Chairman's summons was given to Poigndestre, when?—Yesterday morning.

1171. It was given on Saturday, I suppose?—No; it was given in the Committee, on application yesterday.

1172. Yesterday morning?—Yes.

1173. Has the Chairman issued two summonses?—Yes; I stand corrected. It was on Saturday that it was issued, but that was to attend the Committee at 11 o'clock on the Monday morning. Mr. Poigndestre endeavoured to serve it on the Saturday, but unsuccessfully, and on the Monday I got another to attend forthwith.

1174. Pray, from whom did you get any information, and when, that Mr. Vivian could render you any evidence material to the Petitioner; from whom, and when; when first; when did you acquire information that Mr. Vivian could give any material evidence?—Well, that is a very difficult thing to tell you; because I will tell you how the first——

1175. I ask you when; if you say you cannot tell when, that will be an answer?—Then I say I cannot tell when.

1176. You say you cannot tell when?—I cannot tell when, accurately, when I first acquired information which led me to believe that he could give material evidence.

1177. May I take it that you acquired such information as early as the 16th of February?—I had a grave suspicion on the 16th of February.

1178. Acquired information is my question?—Well, acquired information. At this present moment I have a very strong belief that Mr. Vivian can give it, but I do not know that Mr. Vivian can; I have every impression that he can; I have a grave suspicion that he can.

1179. You are not asked as to your suspicions?—Then if you ask as to my knowledge, I have no knowledge at all.

1180. How long before the 16th of February had you any information which to you, as a professional man, informed you that Mr. Vivian might be able to give

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give material evidence?—I really cannot answer that question; it arose out of the investigation traced day by day; and the suspicion, which was a slight suspicion in the first instance, became a graver suspicion.

1181. It is a fishing inquiry, is it?—Certainly, as regards Mr. Vivian, for it is utterly impossible to be otherwise; the matter has been too well managed, and with too acute hands.

1182. By the *Committee.*] The result of your inquiries from time to time led you, as a professional man, to believe he was a necessary witness?—That is so.

1183. Mr. *Macaulay.*] My question to you is, how long a time passed before the 16th of February, when you were, as a professional man, so informed or advised with regard to your case as that it appeared that Mr. Vivian, to you, as a professional man, was a desirable or material witness?—Then I will say, if you please, on the 16th; that is to say, my opinion was so decisive on the 16th on the subject, that I thought it necessary to apply for a Speaker's warrant. I should have applied before had I thought it necessary.

Re-examined by Mr. Serjeant *Kinglake.*

1184. Is Field a detective officer?—He was in the detective police, and his business at present is to search after parties who are not easily found.

[The Witness withdrew.

William Johnson was called in; and, having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

W. Johnson.

1185. DO you recollect receiving a warrant from Mr. Drake to serve upon a person of the name of Vivian?—I do.

1186. Was that after a person of the name of Hoskins had gone into the country, and had returned; do you remember that?—I cannot answer that; I do not know.

1187. Do you recollect what day you received the warrant?—Last Tuesday.

1188. This day week?—This day week.

1189. Did you endeavour, whilst it was in your possession, to serve it?—I did.

1190. Where did you go?—I went on the Tuesday evening, in the first instance, to Great George-street.

1191. Did you make every possible inquiry for the purpose?—I did.

1192. And could you find out the whereabouts of Mr. Vivian?—No.

1193. Could you find him?—No.

1194. Did you make every inquiry?—I did.

Cross-examined by Mr. *Macaulay.*

1195. How many times did you go to Great George-street?—Seven or eight times a day, at the least.

1196. Yes, but how many days?—I went on the first on Tuesday evening; I went on the Wednesday morning, and stopped there some three hours actually in the house.

1197. In the hall?—No.

1198. In what part of the house?—Not in Mr. Carnsew's office.

1199. In what part of the house did you stop?—It was upon the first floor.

1200. Did you stay on the landing, or where?—No.

1201. What part?—I was so in that part of the house that I could see into Mr. Vivian's office.

1202. In what part of the house were you?—I was on the first floor.

1203. In what part of the house were you?—In the back room on the first floor.

1204. Whose room is that?—Mr. Wood's.

1205. Who is Mr. Wood?—He was the gentleman I was recommended to.

1206. Is he a gentleman who lives in Great George-street?—Yes, he has an office there.

1207. Did you remain for several hours in Mr. Wood's room?—I remained for two hours right off.

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1208. I do not understand how you were likely to see Mr. Vivian in Mr. Wood's room?—I will explain: Mr. Vivian's office is like looking through a glass conservatory, going from the hall to the first floor; so that it is very easy to be seen out of the back window on the first floor; and I could see him if he was sitting there.

1209. Did you see him there?—I did not.

1210. Did you see anybody else there?—I did.

1211. Did you go to the room to inquire?—I did.

1212. Whom did you see?—A gentleman.

1213. What was his name?—I do not know.

1214. From what time were you there?—In the morning. I was there from 10, before the sitting of the Committee, and I was there till after 12.

1215. On Wednesday?—On Wednesday.

1216. Did you go again?—I went again about one. I was continually backwards and forwards.

1217. How long did you stop then?—I do not know.

1218. Did you go into the same place, in Mr. Wood's room?—I did not.

1219. Where then did you go?—I simply made an inquiry, and went away again.

1220. And went where?—I cannot tax my memory: I made the inquiry of the lad, and Mr. Toller; and if you call him, he will tell you that I was very troublesome to him.

1221. That is on Wednesday; on Thursday, what did you do?—On Thursday the same inquiries.

1222. What occurred on Thursday?—I had nothing remarkable on Thursday. I simply made inquiries.

1223. When did you go on Thursday; what time?—I cannot tell; I went so many times; I did not make a memorandum.

1224. I want you to be particular about Thursday; what hour did you go on Thursday?—I cannot tell you.

1225. Try, and see if you can?—I cannot. I went so many times backwards and forwards.

1226. But on Thursday, if you please?—I cannot answer that question. I had no notion I should be examined, or I would have refreshed my memory.

1227. Have you no materials to refresh your memory?—Not with regard to Thursday.

1228. Have you with regard to Friday?—No.

1229. On Saturday?—Saturday I have.

1230. What on Saturday?—I was laughed at for letting him slip through my fingers; he was there.

1231. Did you see him?—No.

1232. That being so, what did you do on Saturday?—I did not see him.

1233. What did you do on Saturday, which you recollect so well?—Well, I cannot recollect the particulars.

1234. But the day you were laughed at?—Well, I had been making inquiries for him.

1235. Where?—In Great George-street.

1236. Go on?—And I was told he had just gone.

1237. Who told you?—I was told by the housekeeper that he was just gone.

1238. At what o'clock in the day; what part of the day were you told by the housekeeper he was just gone?—It was six, or half-past six, I should think.

1239. In the evening?—Yes; I cannot say the exact time.

1240. What part of the house were you in when you were told he was just gone?—I was not in the house at all; I did not go into the house.

1241. Were you at the door?—I was at the door.

1242. Did you ring for the housekeeper?—I do not remember that.

1243. Where had you been during the few hours just previous to the housekeeper telling you he was just gone, on Saturday?—I was in and out at different places.

1244. Where?—I was in Storey's-gate Tavern for one place.

1245. How long?—I cannot tax my memory how long I was there; I was there for some time, for half an hour or three-quarters of an hour.

1246. At what part of the day?—The after part of the day.

1247. Where

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1247. Where had you been before then?—I cannot tax my memory where.

1248. Upon your oath, do not you know?—I could by recollection, probably.

1249. Then try?—I shall not be able to tell you.

1250. What were you doing in the tavern during the hour you were there?—I went there for the purpose of getting information.

1251. I ask what you did during the three-quarters of an hour or the hour which you were at the tavern?—I sat there.

1252. Cannot you tell what you were doing during all the course of Saturday?—I cannot say; the fact is this: I have been so many times, and so confused with this case, that I did not take particular notice either one time or the other.

1253. By the *Committee.*] You mean that you went from day to day?—I went from day to day till I was sick of it; I did the best I could to find him, but I cannot tax my memory.

1254. Mr. *Macaulay.*] Do you mean you cannot give any account of where you spent the day on Saturday, except the hour or the half hour at Storey's Tavern?—I was backwards and forwards at Messrs. Bircham's office.

1255. Backwards and forwards, between what places?—I may have gone out with some messages.

1256. What messages?—I am employed at Messrs. Bircham's; I was not employed specially to look after him.

1257. You are their general messenger?—I am.

1258. I ask whether you spent a quarter of an hour at the house in Great George-street on the Saturday, when you were told he was gone, in the evening?—I cannot tax my memory.

1259. I ask whether you did not do your regular day's work and then go to Storey's-gate Tavern, and at the end of being there go to 34, Great George-street, on the Saturday?—I cannot tax my memory with that.

1260. I ask you, upon your oath, whether you did not go to 34, Great George-street, for the first time on that day, after you had been at the tavern, and when the housekeeper told you he was just gone; whether that was not the first time you went there?—I cannot tax my memory.

1261. Will you swear it was not?—I cannot swear, because I cannot tax my memory; I was in Great George-street 20 times on Saturday, and from the information I got he was not in the house, and I, probably, did not inquire, because I thought he was not.

1262. You did not inquire?—I cannot answer that.

1263. Will you swear you did inquire there more than once?—I cannot.

1264. Of whom will you undertake to swear you did inquire there on the Saturday?—Sometimes the boy answered me and sometimes Mr. Toller answered me; I think on the Saturday I was sent specially. I was told Mr. Carnsew had stated he was then in the office; I think that was on the Saturday; I just remember that.

1265. Whichever day it was, you heard Mr. Carnsew had stated he was in his office?—The messenger was sent to me; I did not hear it.

1266. It was Thursday, in fact; where were you when you got that message?—In Mr. Drake's office.

1267. What did you do when you got that message?—Go off immediately.

1268. What did you do?—I went and knocked at 34, Great George-street.

1269. Whom did you see?—I saw a lad. I did not stop to ask any question, but I rushed up into Mr. Vivian's room.

1270. He was not there; was any body there?—No.

1271. Where else did you go?—I came back again, and reported myself.

1272. Did you go into any other room in the house besides Mr. Vivian's room?—I looked, as well as I remember, into the other rooms. The doors, I believe, were open; I had a glance into them.

1273. You said you thought it was on Saturday you were told he was at Mr. Carnsew's office?—Yes, but I hear it was another day.

1274. Whichever day it was, when it was said he was there you went immediately from Mr. Drake's office?—Yes.

1275. On that day, did you go before that special message; how many times did you go; had you been there before you received the message?—I must have been.

1276. On that very morning that you had the message?—I was there positively

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positively every day. Sometimes I did not go to the house. I was very often there at that place.

1277. Sometimes, you say?—Sometimes hours before the clerks came.

1278. You say sometimes you did not go to the house; do you mean some days you did not go to the house?—I went every day to the house.

1279. Will you swear that?—Yes.

[The Witness withdrew.

Mr. *James Poigndestre* was called in; and, having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

Mr. *J. Poignaestre.*

1280. YOU are an officer of the House of Commons?—I am.

1281. Had you a summons of the Chairman handed to you on Saturday last?—I had.

1282. To be served on Mr. James Vivian?—Yes.

1283. Will you state what steps you took on Saturday last to serve that summons?—I went to 34, Great George-street, about half-yast two, and I rang Mr. Carnsew's bell, and inquired for Mr. Vivian; a boy came to the door, and stated that Mr. Vivian was not there, nor had he been all that day. I asked him whether Mr. Vivian was Mr. Carnsew's clerk, and he stated, Yes; but he could not tell me where he lived, or, in fact, anything about him. I took no further step in the matter.

1284. By the *Committee.*] What time did you go?—About half-past two.

1285. Mr. Serjeant *Kinglake.*] Did you see a man there?—I saw what is called the housekeeper; I rang his bell.

1286. The person who takes care of the offices?—Yes; he also stated that he could give me no information about Mr. Vivian.

1287. Did you make inquiries of him?—I merely made that inquiry; I rang his bell.

1288. Now I take you to Monday; we heard that that was a warrant to call upon him to be here on Monday?—Yes.

1289. On yesterday, did you have another summons?—Yes, I went with a summons.

1290. Will you state what steps you took upon that?—I heard that Mr. Vivian was lodging at South Fields, Wandsworth; I heard that from the agent, who gave me the information that he was there.

1291. Will you state what you did then?—I went down to Wandsworth.

1292. What time?—It must have been about three o'clock. I saw his wife.

1293. Where did you go?—I went down to Wandsworth.

1294. What, to his place of residence?—To his lodgings; he has got lodgings at Wandsworth.

1295. You say you saw his wife?—I saw his wife, and asked her about her husband. She stated he was there in the morning, and had gone to town, and that she expected him home again in the evening. I then served her with the summons, requesting her to give it to him when he returned, which she said she would, mentioning that he must be at the Committee at 11 o'clock the following morning.

1296. Mr. *Macaulay.*] You left it with her?—I left it with her.

1297. Mr. Serjeant *Kinglake.*] You have been an officer of the House for some time; is that a service upon which the House afterwards acts?—I believe so.

Mr. *Macaulay* objected to the question. That was a matter for The House, and not for the messenger.

Cross-examined by Mr. *Macaulay.*

1298. Who told you where Mr. Vivian lodged at Wandsworth?—I was told by parties; by the agents.

1299. Do you know who it was that told you?—I do not know who the man was who told me so. I can get no information except from the parties themselves.

1300. I only want to know who the person was who directed you what house to

to go to, to know where to find Mr. Vivian?—I do not know him at all. I only saw Mrs. Vivian; she told me her name was Vivian. Mr. J. Poingdestre

1301. I only want to know who it was directed you to that particular house?—I do not know the party. 27 February 1855

1302. You say the agent; do you mean the agent for the Petitioner?—The agent for the petitioner.

Re-examined by Mr. Serjeant *Kinglake*.

1303. Was any complaint made to you by her about people who had been there?—Yes.

[The Witness withdrew.

Mr. *John Toller* was called in; and, having been sworn, was Examined by Mr. Serjeant *Kinglake*, as follows:

1304. ARE you a clerk, employed by Mr. Carnsew?—Yes. Mr. J. Toller.

1305. Do you know Mr. Vivian?—Yes.

1306. Did you see him yesterday?—I did.

1307. Where did you see him?—At Wandsworth.

1308. What time yesterday?—About seven o'clock last evening.

1309. Where did you see him at Wandsworth?—At South Fields.

1310. You say Mr. Vivian was there?—He was.

1311. What time of the day?—About seven o'clock, I should think.

1312. Did you go alone to Wandsworth?—I did.

1313. Who sent you down?—I went down by my own pleasure, sir, chiefly, but to take Mr. Vivian some money.

1314. Who sent you; did you go of your own accord, or did any one send you?—I had a letter from Mr. Vivian, asking me down.

1315. He is a clerk in the office?—He is.

1316. When did you last see him at the office?—On Saturday evening.

1317. Do you mean that you went down in consequence of an invitation?—A letter; yes.

1318. Did you go down in consequence of an invitation?—I did.

1319. Were you desired by any one to go?—No.

1320. Was any one aware that you were going?—I believe Mr. Carnsew was aware I was going.

1321. Did Mr. Carnsew send the money by you?—Yes.

1322. Why did not you speak up; what money?—Five pounds.

1323. To give to whom?—To Mr. Vivian.

1324. For what purpose?—His salary, I should think.

1325. What did he tell you when he told you to give the money to Mr. Vivian; what did he tell you?—He told me nothing; he gave me no message, but merely to give Mr. Vivian that money.

1326. Had you communicated to Mr. Carnsew before then that you were going to Wandsworth?—Yes, I did. I asked Mr. Carnsew for the money.

1327. You asked for the money?—Yes.

1328. Did you get a cheque for it?—I did.

1329. Did you cash the cheque before you left London, or take him the money?—Yes, I cashed the cheque before I left London.

1330. Who directed you; did any one direct you to do that?—To cash the cheque?

1331. Yes.—No.

1332. Where did you cash it?—In Parliament-street.

1333. Where in Parliament-street?—At our stationer's.

1334. What is the name?—Vacher.

1335. What did you get?—Five pounds.

1336. How did you go to Wandsworth?—By train.

1337. Did you find Mr. Vivian at home?—Not when I went there first; I waited about a quarter of an hour, and he came in.

1338. What time did he come in?—About seven in the evening, I should think.

1339. You then gave him the 5*l.*?—I did.

1340. Any letter?—Not any letter.

Mr. *J. Toller.*

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1341. Did you give him any letter?—No.

1342. You gave him nothing but the 5*l.*?—Nothing but the 5*l.*

1343. No message?—No message at all.

1344. None at all?—None at all.

1345. No note or message from Mr. Carnsew at all?—No.

1346. Nor from any one?—Nor from any one.

1347. How long did you stay there?—About 20 minutes, I should think, or half an hour.

1348. That was your visit?—Yes, that was my visit.

1349. Did you leave him there when you came away?—Yes.

1350. Where do you live yourself?—15, Hatton Garden, Holborn.

1351. Did you know for some time past that that was where Mr. Vivian lived?—No; only about 10 days before, I should think.

1352. Have you not seen him since last night?—No.

1353. Did you hear anything about a summons from him?—

Mr. *Macaulay* objected to the question.

1354. Mr. Serjeant *Kinglake.*] This was on Monday, yesterday; were you at Wandsworth on the Saturday?—No.

1355. The Sunday?—The Sunday I was there.

1356. You were at Wandsworth on Sunday; did you see Mr. Vivian on Sunday?—I did.

1357. At the same house?—Yes.

1358. Who went with you?—A brother-in-law of mine.

1359. Who is he?—He lives at 50, Hatton-garden.

1360. What is his name?—Brister.

1361. Any one else?—No one else.

1362. What, did you pass the day there on Sunday?—No, we went down the first thing in the morning, and were back again to dinner in town at half-past one.

1363. What was your object in going there to see him?—To take him down a little money on Sunday.

1364. How much on Sunday?—A sovereign.

1365. Who gave it to you?—Mr. Carnsew gave it to me.

1366. Was that for salary?—I should think so.

1367. A week's payment, was not it?—Well, I am not prepared to say that.

1368. Do you know what he has a week?—No, I do not.

1369. Was that the object of your going down, to pay him the 1*l.*?—It was.

1370. Sent by Mr. Carnsew; what did he say, "Take this down to Vivian"?—Yes.

1371. He is in the habit of coming, is not he, to the office?—He was there on Saturday evening.

1372. And you were, it seems, sent there again on Monday; in the usual course he would have been there on Monday?—Yes; but I suppose he wanted his money before Monday morning.

1373. Do you know a person of the name of Grant?—I do.

1374. Where does he live?—I do not know; at Vauxhall-place I think.

1375. Did you go with him to Wandsworth?—With Mr. Grant?

1376. Yes.—No.

1377. Not at all?—No.

1378. You understand the question?—Quite so.

1379. You have not been to Wandsworth, to Mr. Vivian's, with Mr. Grant?—No.

1380. Or seen Mr. Grant there?—No.

1381. How did you get back from Wandsworth; did you walk back on Sunday?—Walked back.

1382. Did you meet Mr. Grant on the way back?—I did not.

1383. Did you see Mr. Grant on the way back?—I did not.

1384. Do you know Vauxhall-place, Lambeth?—I have been there twice.

1385. Did you call there on the way back on Sunday?—No. I was close by there.

1386. Did the person who was with you call there?—No.

1387. Does

1387. Does Mr. Grant live at Vauxhall-place?—He does.

1388. Do you mean to say that neither you nor the person with you called there?—No.

1389. Nor did you see Mr. Grant?—We did not see Mr. Grant.

Cross-examined by Mr. *Macaulay.*

1390. You say he left the office on Saturday evening; do you know about what time on Saturday evening; do you remember?—About half-past five.

1391. How long had he been there that day?—About half an hour; he came in late in the afternoon.

1392. Had he been there the previous day, on Friday?—No.

1393. On Thursday?—I think not.

1394. Had you been there all day, so as to know?—Nearly all day.

1395. Was he there on Wednesday?—He was there on Wednesday.

1396. Was he there Monday, Tuesday, and Wednesday?—Monday, Tuesday, and Wednesday I think he was there; I am quite sure he was there on Monday.

1397. How long have you been at Mr. Carnsew's office?—About 15 months.

1398. Has Mr. Vivian been there all the time?—Yes.

1399. Has Mr. Vivian been in the habit of attending the office regularly from time to time, or irregularly from time to time?—Irregularly.

1400. Has it not been of frequent occurrence for Mr Vivian to be away for days at a time?—Yes, and for weeks.

1401. And that when he has not been engaged in the business of the office?—Yes.

[The Witness withdrew.

Mr. Serjeant *Kinglake* stated that that was the evidence in support of his application.

Mr. *Macaulay* was heard against the application of Mr. Serjeant *Kinglake* for a report to The House, but stated if the Committee would move for leave to adjourn till Friday, every effort should be made by his clients to produce the witness.

After further discussion, it was agreed that application should be made to The House for leave to adjourn till Friday.

William Richard Drake, Esq., further Examined by the *Committee.*

1402. DO you state that this gentleman, in your belief, is a material witness?—I believe him to be a material witness.

Leave having been obtained to adjourn to Friday,

[Adjourned to Friday next, at Eleven o'clock.

2 March 1855.

Veneris, 2° die Martii, 1855.

The names of the Members were called over; all present.

GEORGE M. BUTT, Esq., in the Chair.

Mr. *James* stated that the petitioner did not intend to proceed any further with the case of Mr. Guinness.

Mr. *James William Vivian* was called in; and, having been sworn, was Examined by Mr. *James*, as follows:

Mr. *J. W. Vivian.*

1403. WHAT are you?—I am clerk to Mr. Carnsew.

1404. How long have you been clerk to Mr. Carnsew?—From last November 12 months.

1405. What department do you attend to?—The Railway department, the Parliamentary department.

1406. Do you know Mr. Laurie?—I must now, at the outset, place myself in the hands of the Committee. I am advised that any questions of this sort may have a tendency to criminate me, and therefore I must place myself in the hands of the Committee, and decline answering.

1407. By the *Committee.*] That question you must answer; it cannot criminate yourself. If any question arise, the answer to which might criminate yourself, then is the time to object. The answer to the question, do you know Mr. Laurie, must be given?—I know Mr. Laurie.

1408. Mr. *James.*] How long have you known him?—I have known him the last 8 or 10 months; previously to that I had met him.

1409. Who introduced Mr. Laurie to you?—Nobody introduced Mr. Laurie to me; I merely saw him from his calling at the office.

1410. Was he a client of Mr. Carnsew's?—I believe so.

1411. When did you first see Mr. Laurie at Mr. Carnsew's office?—Well, I think some time in the early part of last year, so far as I recollect.

1412. Do you mean that Mr. Laurie was an ordinary usual client of Mr. Carnsew in legal business?—I have no knowledge; I never had any transactions with Mr. Laurie; it never came through my hands; possibly it might through Mr. Carnsew's. There were no business transactions with Mr. Carnsew, to my knowledge; it never came through my hands; it very possibly did through Mr. Carnsew's, as he was in the habit of seeing him.

1413. Do you know Mr. Fuller?—I do.

1414. He is occupying an office, we understood from him, in the same house as Mr. Carnsew?—Yes, he is; he has a room there.

1415. Were you at Barnstaple at the election?—I was not.

1416. Did you at any time show Mr. Fuller—I will give you the date—a memorandum or agreement?—This is a question that I must, as I before stated, decline to answer. I place myself in the hands of the Committee. I am advised that my answer may be perverted to criminate myself.

[The Witness withdrew.

Mr. *James* submitted that the question must be answered.

Mr. *Cook* was heard to contend that the question ought not to be put.

The committee-room was cleared.

After some time the Counsel and Parties were again called in.

The *Chairman* stated that the Committee were of opinion that the question, "Did you at any time show Mr. Fuller a paper or memorandum," might be put.

The

The Witness was again called in.

1417. By the *Committee.*] This question you must answer; did you at any time show Mr. Fuller a paper or memorandum?—I have no recollection of having done so, but I see it stated in his evidence, which I have read, that I did do so, and I may have done so; I will not answer I did not.

1418. Mr. *James.*] Did he give it back to you?—If I showed it, no doubt he gave it back to me.

1419. Had you such a memorandum, or paper I will call it, in your possession?—

Mr. *Cooke* objected to the words, "such a paper."

1420. Mr. *James.*] A memorandum?—I had a memorandum in my possession.

1421. What did you do with it?—I carried it out; I received a memorandum.

1422. What did you do with that paper?—I handed it back to Mr. Carnsew.

1423. Did you ever have it again in your possession after you had handed it to Mr. Carnsew?—Never.

1424. Do you know whether that paper is destroyed or not?—I do not know.

1425. That you swear?—I swear that.

1426. Did you give it to Mr. Carnsew, and leave it in his possession?—I did.

1427. When?—On the 1st or 2d day of September, so far as I can recollect.

1428. How came you in possession of that document?—It was handed me by Mr. Carnsew.

1429. Can you give us the date when it was handed to you?—So far as my memory serves me it was on the 3d or 4th, the very early part of August; about the 2d or 3d of August, I think.

1430. How long did you have it in your possession?—I had it in my possession from that time till when I state; till the 1st or 2d of September.

1431. By the *Committee.*] About a mouth?—About a month.

1432. Mr. *James.*] You handed it back to Mr. Carnsew?—Yes.

1433. Have you seen it since?—I have not.

1434. How came you to show it to Mr. Fuller?—

Mr. *Cooke* objected to the question.

Mr. *James* withdrew the question.

1435. Mr. *James.*] Did you receive any cheque from Mr. Fuller?—No.

1436. Did you receive any cheque from Mr. Carnsew?—No; at what time are you speaking of?

1437. At the time, in August, the time of this agreement?—No, I did not.

1438. Or some days previously?—No.

1439. Did you receive at any time a cheque for 400 *l.*, dated the 21st of August 1854, from Mr. Laurie?—I received a cheque, undoubtedly.

1440. Did you receive a cheque, dated the 21st of August 1854, for 400 *l.*, from Mr. Laurie?—

Mr. *Cooke* objected to the question.

The *Chairman* stated that he thought the object at present was to trace the paper.

Mr. *James* stated that he would confine himself at present to the tracing out of the document; he should have to recall the Witness upon other points.

1441. Mr. *James.*] I understand you, before you leave the box upon this occasion, to say you do not know of that paper being destroyed?—I do not.

1442. I understand you to swear to that?—Yes.

1443. The last you know of it or saw of it was in Mr. Carnsew's possession?—It was.

[The Witness withdrew.

Henry Carnsew, Esq., having been sworn, was Examined by Mr. *James*, as follows:

H. Carnsew, Esq.

2 March 1855.

1444. YOU have heard Mr. Vivian state that he placed in your hands a paper or memorandum; is that in existence or not?—Certainly not; I do not know the paper; I was going to say that Mr. Vivian did no such thing, to the best of my recollection.

1445. Do you mean to represent to this Committee that you never had it?—I do, as Mr. Vivian has described; I never had any such paper from Mr. Vivian.

1446. Had you in your possession at any time such a paper?—What paper?

1447. Had you at any time in your possession the memorandum or paper which you have heard Mr. Vivian state before this Committee he gave to you?—I have never heard what that memorandum was, and therefore I am unable to answer that.

1448. That you mean to state?—Yes.

1449. I put this to you pointedly, and be cautious if you please. You have heard Mr. Vivian state that he placed in your hands a memorandum or paper in September, which he had in his possession about a month; is that true or not?—Certainly not, either at that date, or from Mr. Vivian; on the 1st of September I was not in London, or at any time subsequently, till the middle of October.

1450. Did you never receive from Mr. Vivian the paper or memorandum that he states he placed in your hands?—I never had from Mr. Vivian a paper or memorandum.

1451. Did you from any other person?—There was a paper or memorandum in my control, but how it came there I cannot say.

1452. Where was it when you say it was in your control?—It was in an envelope.

1453. When you say in your control, where was it?—It was in a desk of mine.

1454. In your office?—Yes.

1455. When was it in a desk in your office?—On my return from abroad.

1456. The date?—The date of my return, about the 14th of October I should say.

1457. About the 14th of October in the last year, and where is it now?—I cannot undertake to say.

1458. Now pray be cautious, because this matter will be inquired into by and by; have you not burnt it?—Certainly not.

1459. Do you know where it is?—I cannot undertake to say whether I do or not.

1460. That is not for you, it is for the Committee. Do you know where that paper is?—I cannot say; I do not know to my knowledge.

1461. Is it lost?—I cannot say; not having looked for it, I cannot say that it is lost.

1462. Not having looked for it?—No.

1463. Where did you last see it?—In my office.

1464. When?—I do not think I saw it since I opened the envelope on that occasion.

1465. Could you find it?—I will certainly see, if you wish; not having looked for it, I cannot say. I have had no notice to produce this, or anything else.

1466. When last you saw it, was it in your desk; I think you say when you last saw it, it was in your desk?—It was.

1467. Then do you undertake to say you have not seen it since your return from the Continent on the 14th of October?—I have not.

1468. Do you mean that you have it in your desk now?—I do not know. At the time that this petition was presented, I discovered that the desk had been unlocked with false keys, and I do not know but that you may have it now.

1469. What do you mean?—I mean that papers were stolen from my private drawer at the time this petition was presented. My impression is, that they are in the hands of your clients; and my impression is, that that document, which might have or not affected your case, is in your custody.

1470. Do you mean to confirm that statement?—I do indeed. I have a detective policeman engaged on the inquiry now.

1471. You

1471. You mean to say that you saw it in your desk on the 14th of October? —I did. *H. Carnsew*, Esq.

1472. Is that paper in your desk now?—I do not know. 2 March 1855.

1473. Then you cannot tell, if you have not looked for it, whether it may not be there now?—Unless it was stolen with the other papers, it is there now?

1474. Your desk in your office in Great George-street?—Yes.

1475. Perhaps the Committee will desire that it should be looked for?—I shall be happy to look now, with any officer that the Committee may appoint to accompany me.

1476. By the *Committee.*] Then you will look at once?—I will at once. I beg to say, I have had no notice to produce it; that was my reason for not looking.

[The Witness withdrew, in company with Mr. Poigndestre, by direction of the Committee, to look for the document.

Mr. *George Fuller* was again called in; and further Examined, as follows:

1477. By the *Committee.*] WE understand that you wish to explain something to the Committee; you have read over the shorthand writer's notes of your evidence, I believe?—Yes. There was something pointed out to me yesterday. Mr. *G. Fuller.*

1478. And you wish to make some explanation as to some part of your evidence; state what it is?—It was merely this: when I was being cross-examined the other day, I thought I was being asked a question with regard to Mr. Vivian's handwriting. I could speak to Mr. Vivian's handwriting, but to Mr. Laurie's I could not.

1479. What do you wish to explain?—Merely that; I merely wanted to explain that.

1480. That is what you state now?—Yes.

1481. Mr. *Cooke.*] If I understood you rightly, you said that you had not seen Mr. Laurie write; had you ever seen Mr. Laurie before the other day?—No. I said I had not seen Mr. Laurie write, and therefore I could not speak to his handwriting.

1482. Had you ever seen Mr. Laurie personally?—No.

1483. Mr. *James.*] If I recollect rightly, you were asked whether the signature to the agreement resembled the signatures to the cheques of 400 *l.* and 300 *l.*?—

Mr. *Cooke* stated that that was not so.

1484. Mr. *James.*] Mr. Macaulay's question was this: "Do I understand you that when you saw that paper, you had no belief as to whose handwriting the signature was in, but that you now have a belief; that when you saw it you did not know the handwriting? I did not know the handwriting.—Now with reference to the person as to whom you may now have a belief, have you since that time by correspondence, or by document, or otherwise, acquired any knowledge of his handwriting? I have not since.—Did you ever see him write? Yes.—Do you mean that you have seen him write; seen him use a pen? Yes.—Mr. *James.*] What have you seen him write? I do not know; I never read it.—Have you seen cheques in the same signature as the signature to that agreement? Yes.—By the *Committee.*] And have you obtained money upon those cheques? Yes.—Mr. *James.*] Have you obtained money for a cheque for 400 *l.*, dated the 21st of August? Yes.—The *Chairman* stated that it might be taken that the witness had acquired subsequently means of knowledge. —Mr. *James.*] Was one of those cheques a cheque of the 21st of August, for 400 *l.*? That was paid into my banker's.—Is that the means by which you have obtained a knowledge of the handwriting of the signature to that document? Yes.—Was it the signatures to the cheques for 400 *l.* and 300 *l.*; are those the cheques to which you allude with reference to the signature to that agreement? Yes, to the best of my belief." Is that so still?—That is so.

1485. Then your belief of the handwriting of that agreement is formed from the fact of having seen the signatures to those cheques of which you obtained payment?—Yes.

1486. You do not withdraw that, do you?—No.

1487. It is your belief still?—It is my belief still.

[The Witness withdrew.

Henry Carnsew, Esq., further Examined by Mr. *James:*

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1488. HAVE you looked for the paper?—Yes, I have.

1489. In the place where you left it?—In the place where I left it.

1490. Have you found it?—I have not; but if Mr. Laurie's counsel does not object, I shall be very happy to state the purport of that memorandum, to avoid the absence of it.

1491. It is not for yourself?—No, it is not for myself; he is not my client.

1492. Have you found it?—I have not.

1493. Do you believe it to be lost?—I do; lost from my control. I believe it to be in existence, but it is lost from my control.

1494. By the *Committee.*] That is not an answer to the question which the learned counsel put to you?—That is what I term it.

1495. Mr. *James.*] Can you find it?—I cannot.

1496. Have you searched in the place where you left it?—Yes, I have, where I last saw it; I saw it lying on my desk in an envelope without an address; I saw what it was, and I opened the drawer, and I threw it in; I have never seen it from that day to this.

1497. Do you believe it to be lost, so far as your control is concerned?—It is lost from my custody.

1498. It was in your control, and you believe it to be lost?—From my control.

1499. Can you find it?—I cannot.

1500. Mr. *Cooke.*] I think you intimated before that you have reason to believe that your desk has been opened with false keys?—I am convinced morally of that.

1501. Have you lost other papers; have any besides that been taken from it?—There are three others also gone.

1502. Are those letters that bore upon the subject of Barnstaple?—They are.

1503. Are there any appearances about the desk which tend to confirm that impression upon your mind, that they were taken away feloniously?—There was this one remarkable circumstance. When I saw the terms in which this petition was couched—that was somewhere, to the best of my recollection, about the 3d or 4th of December—when coming to open my desk to get out my cheque-book, the lock was slightly obstructed. I turned to look at the wards, and there was a lump of wax on the inside, and there were appearances upon the brass of the lock showing that an application of hot wax had been made to the exterior part of the keyhole. Certainly I thought it was very odd, but until I saw that petition it really did not occur to me.

1504. The contents of it, you say, you are willing to disclose, with my consent?—Most certainly.

The *Chairman* inquired whether Mr. Lawrie's Counsel consented to the Witness stating the contents.

Mr. *Cooke* stated that he should like to consult with Mr. Laurie's agent.

After consultation,

Mr. *Cooke* stated that he would not raise any objection.

1505. Mr. *James.*] What were the contents?—The contents—I cannot give you the exact words, but it was as nearly this as possible: "I undertake"—I cannot say it was "undertake"—I forget the exact words—"I will pay the sum of 400*l.* and the sum of 1,000*l.* within a week after the election at Barnstaple." That requires some explanation of the reason for which this was introduced; and if you now like, I will give you the explanation upon which that was signed.

1506. How was it signed?—It was signed by Mr. Laurie.

1507. John Laurie?—Yes. Mr. Fuller is entirely mistaken in saying it was in Mr. Vivian's handwriting, it was in mine.

1508. You drew it?—I drew it.

1509. Whom was the money to be paid to?—To me; I think so.

1510. That is, 1,400*l.*?—Yes.

1511. It has been paid, has it not?—Yes.

1512. Within what time after the return?—In the paper, or in the actual payment?

1513. In

1513. In the paper; I think you said within a week?—I think within a week or a fortnight; I will not be sure.

1514. Has the whole been paid to you?—Yes.

1515. Were not those cheques for 400 *l.* and 300 *l.* part of it?—Most undoubtedly.

1516. When did you draw that agreement?—The 8th of August.

1517. Was that about nine days before the election?—Upon my honour, I forget; somewhere about that.

1518. The election was the 15th?—Yes; then it would be seven days.

1519. That money was to be paid to you?—Yes.

1520. And it was paid to you?—Yes.

1521. What have you done with it?—Spent it, as I would any other bill of costs.

1522. Spent it as you would any other bill of costs?—Yes.

1523. Bill of costs?—Yes.

1524. Well, but being paid before the election, what bill of costs was incurred before that time that would be paid by the candidate?—One that I should be very sorry to incur again; there was a bill of costs, a very long one, considerably exceeding the amount.

1525. What, against Mr. Laurie?—It was for the defence before the Commission on the Barnstaple Disfranchisement Bill.

1526. Mr. Laurie was to pay that?—Yes.

1527. Do you mean to tell this Committee, as a respectable professional man, that on the 8th of August you had a bill of costs, which Mr. Laurie was liable to pay, of 1,400 *l.*?—Mr. Laurie was not liable to me for the whole extent.

1528. Who was liable?—Well, that is rather a question; I can hardly tell you.

1529. To whom did you look?—I looked to Mr. Laurie.

1530. You looked to Mr. Laurie?—Yes, subsequently.

1531. But at the time of this memorandum, which you have stated was on the 8th of August?—Stop a moment; you are running away with a little error; this was a bill of costs commencing from 1852 to the 15th, or whatever day the election was, of August 1854.

1532. When did you first see Mr. Laurie on the matter?—Well, I could not positively say to the day, or the time, but three or four months, I think, before the 1st of August.

1533. How came Mr. Laurie to undertake to pay 1,400 *l.*?—I told him at the time that I had incurred those expenses in defending this Commission of Inquiry.

1534. And did he agree to pay 1,400 *l.* one week after he got the seat?—No, there was nothing about after he got the seat; it was "after the election."

1535. On the return; did he agree to pay 1,400 *l.* after his return?—Not his return; after the election; if Mr. Laurie had been defeated he would have paid it as much as if he had been elected.

1536. Who proposed to him to undertake the payment of this 1,400 *l.* a week after the return; who first proposed it?—That I cannot tell.

1537. Try?—I cannot tell.

1538. Who introduced Mr. Laurie to you?—He introduced himself.

1539. At the time was that 1,400 *l.* due from somebody to you?—No, I think there was not; I think there was 1,000 *l.* or 1,200 *l.*

1540. To whom did you look for that 1,000 *l.* or 1,200 *l.*?—At the time?

1541. Yes.—I should say, any one; I had legal opinions upon the subject. Any one who was proposed to stand, it was fair to state to them that those expenses had been incurred, and to ask if they would pay them.

1542. There was a certain debt of 1,400 *l.*, and it was fair for any one who should stand that they should pay that 1,400 *l.*?—Yes.

1543. And was not it upon the faith of that, that you sent Mr. Laurie down to Barnstaple?—Certainly not.

1544. How was the 1,400 *l.* arrived at?—I think from a calculation of the existing and previous expenses.

1545. How was that sum of 1,400 *l.* arrived at?—From a calculation of the existing law expenses.

1546. Mr. Laurie agreed to pay that?—Mr. Laurie said he would pay it; I should tell you that if he had not, that if he had refused, it would not have

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made the slightest difference in his candidature; I should simply have lost it. Mr. Laurie was not settled or decided upon in any possible way, until it was a great deal too late to have asked anybody else to have gone down. If Mr. Laurie had said, on the 8th of August, when that agreement was signed, "No; on consideration I do not think it would be legal," it would have made no difference, or affected his election in any one way or the other.

1547. When did Mr. Laurie decide upon going to Barnstaple; on the 8th?—Yes.

1548. Now, we have seen that a portion of this, as you have very candidly and very fairly stated, 400 *l.*, was paid on the 21st of August, and 300 *l.* upon the 2d of September, I think. When was the other paid to you; there was 1,400 *l.* paid all together?—Upon my word, I can hardly tell you; it was paid, I should say, within a couple of months or so.

1549. On the 8th he decided to go down; that is the date of the memorandum?—That is the date of the memorandum.

1550. He had decided to go to Barnstaple?—He had decided to go before, if he would be acceptable to the electors, I have no doubt; I had not the most remote personal or local influence whatever.

1551. Did you go down to Barnstaple with Mr. Laurie?—I did not.

1552. Whom did you send down with him?—I did not send any one.

1553. Was Mr. Vivian there?—No.

1554. Was Mr. Grant?—Yes, he was.

1555. Your clerk?—He was not my clerk; not then.

1556. How came Mr. Grant there?—I did not send him; I had nothing to do with Mr. Grant.

1557. Can you tell the Committee how Mr. Grant came to go?—No, certainly not.

1558. At that time did you know Mr. Grant?—Yes, I had seen him with Mr. Laurie.

1559. Was he a clerk in your office on the 8th of August, when that agreement was signed?—No, he was not a clerk in my office till November.

1560. Had he brought Mr. Laurie to you?—No, Mr. Laurie came of himself.

1561. Can you fix the date?—No, I cannot.

1562. When was the Commission of Inquiry; about the time?—It was in the autumn of 1853.

1563. You had been at Barnstaple defending the inquiry?—I had.

1564. Who employed you for that?—I had no direct employer; I had not, upon my word.

1565. What do you mean by direct?—I had not, direct or indirect.

1566. You are a professional man?—That is the very reason why I cannot tell a falsehood to assist your case.

1567. You had no direct employer?—No; I cannot say I had a direct employer.

1568. You volunteered?—Well, I did to a certain extent.

1569. And you incurred a bill of costs for 1,400 *l.*?—Yes.

1570. Have you got that bill; had you brought it to any body?—No.

1571. There was no bill brought to anybody?—No.

1572. Will you tell the Committee to whom you looked for payment?—You must draw your own conclusion.

1573. You were there 20 days; I think the inquiry sat 20 days?—Upon my word, if it is so, you know more than I do.

1574. Now, on the 8th of August, this memorandum you say was signed on that day; who went to Barnstaple, to your knowledge, with Mr. Laurie, besides his legal adviser?—Upon my word, I really do not know anything of the election.

1575. Had he, to your knowledge, any solicitor representing him?—I only know what I heard Mr. Jerwood, the auditor, state here, that there was a solicitor named Peard in the town.

1576. Was Mr. Howard Meynard your clerk?—No, he told you he was an engineer.

1577. What was Mr. Grant at that time, if he was not your clerk?—I really cannot say; Mr. Grant is with me now, but I do not undertake his personal history.

1578. Whom

1578. Whom did he appear to be; was he in any employment?—He appeared to be Mr. Grant.

1579. Did he appear to be in any employment?—I really cannot tell you, but I have heard subsequently, from what passed in this room, that he was a clerk of Mr. Elmslie's.

1580. At that time?—Yes.

1581. Have you retained the whole of that money, 1,400 *l.*, for your own use?—Certainly.

1582. Entirely?—Entirely.

1583. Did you remit any to Barnstaple?—Not a shilling.

1584. Do you know Mr. Saville?—Certainly.

1585. Did you send him any?—Not a shilling.

1586. Do you mean to represent to the Committee that you had the whole?—I had. Mr. Saville is not a partner of mine, and, therefore, I should not think of transmitting him any portion of my business.

1587. Was the balance paid by cheques the sum beyond the cheques we have here, 780 *l.*?—Yes, I think so.

1588. It was?—I think so.

1589. About what day?—Upon my word I cannot very positively tell you; it was within a couple of months, or something of that sort.

Cross-examined by Mr. *Cooke*.

1590. If I understand, you had put yourself in the gap, by attending the Commission of Inquiry at Barnstaple as a volunteer?—Clearly.

1591. Did you commence your inquiry; did you send down there to obtain evidence some days before the Commission commenced?—Yes; I was a very, very long time about it altogether; by no means confined to the time of the inquiry.

1592. And you not only incurred expenses out of pocket, but you neglected your own professional business in London during the time?—Yes; the expenses out of pocket, in the course of that business, exceeded 500 *l.*

1593. You remember Bills being brought in by the Attorney-general having the object of disfranchising the borough?—Yes.

1594. Did you exert yourself to prevent those Bills becoming the law?—Most unquestionably, I got up a case against them.

1595. And the opposition on your part was ultimately successful?—It was.

1596. I think you stated to my learned friend, that before the 8th of August Mr. Laurie had been himself a candidate for Barnstaple?—Yes.

1597. Had you anything to do with the electors of Barnstaple in procuring for them Mr. Laurie, or doing anything about the election?—Not in any shape or way. I had no more interest in Barnstaple than in any other place.

1598. Had you any promise or agreement to hand any portion of that money over to anybody?—Most certainly not.

1599. Was it ever intended that that money, paid to you by Mr. Laurie, should be used in any way for influencing or corrupting any elector of the place?—Most unquestionably not.

1600. My learned friend, Mr. Serjeant Kinglake, in his opening speech, made reference to an honourable gentleman, Mr. Bremridge, several years Member for the borough; had you any communication or intercourse with Mr. Bremridge?—Most certainly not.

1601. Either directly or indirectly, to obtain his influence?—Most certainly not. I had nothing to do with Mr. Bremridge to influence him in any way. Mr. Bremridge is quite above that.

1602. Did you represent to Mr. Laurie that you had incurred those expenses out of pocket in saving that borough from disfranchisement, which he was seeking to represent?—Yes, most undoubtedly.

1603. Did you consider yourself entitled to be remunerated for your exertions?—I did; but I distinctly told him, at the same time, that it could in no way influence his election one way or the other.

1604. I think you told my learned friend that you had taken counsel's opinion as to the legality of it?—I did.

1605. Was it through having been advised that you might safely do so without affecting yourself or Mr. Laurie on the subject, that you proposed it, as you state, to Mr. Laurie?—Mr. Laurie certainly knew that it would not affect his seat in

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any way. Mr. Laurie was quite aware that no payment to me could put his position better in Barnstaple.

1606. You say, as a matter of fact, there was no portion of that sum to go to Barnstaple, directly or indirectly?—Most certainly, not in any shape or way.

1607. Was the choice or decision as to who should be the candidate for Barnstaple a matter decided in the borough by the electors?—Undoubtedly. Mr. Laurie was not accepted on the 8th of August, and it was quite possible that he would not be.

1608. Would his agreement with you affect or guarantee his acceptance at all by the electors of the borough?—Certainly not.

1609. I mean to say, was there any reservation by you as to the acceptance of Mr. Laurie on the payment of this money; had that anything whatever to do with his acceptance as a candidate by the people of Barnstaple?—Most unquestionably not, in any shape or way. I can only add, so far as Mr. Bremridge is concerned, he had not even known the matter until he heard it in the Committee-room.

1610. Nor any other person connected with the borough?—Nor any other person; in point of fact, it no more affected Mr. Laurie's candidature or his return than it did the man in the moon's. If Mr. Laurie had declined to have done it, he would still have gone to Barnstaple, I have no question; because the writ came very suddenly at last, and there would not have been time to have proposed such a thing to any one else.

1611. Was the privilege of selecting the persons, whoever they might be, to represent Barnstaple, confided to you?—Most unquestionably not.

1612. By the *Committee*.] What induced you to go down to the borough of Barnstaple to defend them?—I would do a great deal more for the Conservative cause at any time.

1613. What induced Mr. Laurie to call upon you in the first instance?—I was just recollecting. I rather think he told me that he had heard, at a dinner at Mr. Chaplin's, at which Mr. Tite was present, Mr. Tite state his intention of standing for Barnstaple, and making some remark to Mr. Laurie as to why he did not stand. I think that was how it first came about. To follow that on, I think he had spoken to Sir John Musgrove, who is a friend of his, and who is a connexion of Mr. Bremridge, and who happened to know of Mr. Laurie standing for the borough. This was in the height of the Disfranchisement Bills before the House. I think Sir John Musgrove gave him the information, telling him I was the person defending these boroughs, and telling him to apply to me. I think that was his statement. I had not either any local or any other interest in Barnstaple, in any possible shape or way. I can only add to that, nor had I the power to either accept or decline Mr. Laurie's candidature; it was referred to the electors, and they chose.

1614. Do I understand that you viewed this as an honourable engagement between yourself and Mr. Laurie, that if he reaped the benefit of the defence of the borough, and its being kept in existence, if I may so say, by having an opportunity of standing for it, he should consider it as a question of honour to settle charges which had been incurred in defending it?—Clearly. There was no stipulation of any sort or kind; Mr. Laurie might have, if he had chosen, afterwards declined to pay, but it could have nothing to do with, nor was there any attempt in any way to influence, at any rate, the general question about his candidature in any way, or to affect it.

1615. Had not that document the force of a legal bond?—Oh, no! certainly not, for twenty legal reasons, as Mr. James will tell you. Oh, dear, no!

1616. Why was the agreement drawn up at all?—I can only state what it was my wish to be allowed to state at the commencement.

1617. Why was the agreement drawn up at all?—There was no agreement.

1618. Why was this memorandum drawn up at all?—Well, I declare, there was no particular reason; certainly none existed in my mind; I should say really the time which it occupied was not three minutes; there was no reason either stated or given; there was none existing on my mind, nor, as far as I could see, upon Mr. Laurie's.

1619. You wrote it?—I wrote it.

1620. It was to give a more precise form to the understanding that existed between you?—Yes.

1621. You positively swear, as far as I understand the case, that the election in

in no degree depended upon that sum of money being given you or not?—Most certainly; not only not depended, but Mr. Laurie's candidature did not depend upon it.

1622. But he would not have paid you, I suppose, if he had not stood?—I do not know; I should think he was entitled to have paid me something; I do, indeed.

1623. In your answer, you said the agreement was written out in consequence of what passed between you and Mr. Laurie, as I understood you to say?—I do not know what induced me to get him to sign any paper at all; I was perfectly satisfied with what he said before.

1624. I cannot understand why this document ever had an existence?—I do not know that I could give you really any positive reason for signing it; I can say this most distinctly, that five minutes before it was signed, I had no intention of asking for it.

1625. But having the understanding with this gentleman, you reduced it to the precise form and expression of writing?—Yes.

1626. What was the understanding?—I had detailed the circumstances I have now stated to you. I had told him that I thought I was the person who had served the borough; that I had taken a legal opinion, which I showed him, that it was a legal and payable charge. I told him, at the same time, and distinctly explained to him, that I had no power, nor had I in any way any influence which I could exert in his favour; that he would stand or fall upon his own merits; and I told him, at the same time, that the payment of that would not affect either his candidature or his election. There was some further conversation; he said: "Can you give me an idea of what the expenses of this election will be?" I said: "They will be very small. I should think some 200 *l.* to 300 *l.*, or something of that sort."

1627. What led you to ask him to write this?—Well, I really wish I could give you any reason; I am sure I would if I could. I had no intention, five minutes previously, of asking him to do so.

1628. Then what suddenly made you change your mind, and induced you to ask him for it?—Well, I wish I could give a reason; I should not consider it affected by that agreement. I have offered to tell you all, which you could not have got at legally otherwise, unless it is in their possession.

1629. I think you stated that the sum of 1,200 *l.* was due upon the bill of costs?—Yes, I said so; that was, you know, sometime previously to the final defeat of those Bills; or the issuing of the writs.

1630. Was it the whole bill of costs, or did the sum of 1,400 *l.* include the whole bill of costs; and nothing more than the bill of costs?—Oh, no; nothing more.

1631. There was no private consideration, if I may say so, to yourself, in the 1,400 *l.*?—If I had made out a regular bill of costs, and had it taxed before the officer of this House, it would have exceeded that sum, in my belief.

1632. Did you show any details to Mr. Laurie?—No; I told him what had occurred. I mentioned to him the expenses, that they had been principally, the greater portion, incurred at the Commission. We produced evidence from many quarters to a great extent.

1633. But there was no one before Mr. Laurie legally liable or honourably liable for this bill of costs; and then Mr. Laurie, by signing this paper and giving to the agreement the precise form and expression of writing, became according to that honourably liable?—He was as honourably liable before the signature as he was subsequently to the signature.

1634. He made himself so by communication with you?—Yes.

1635. Did you ever apply to the former Members to pay the bill of costs?—No; I should not think of asking a former Member to pay for the registration. I should think it was the man who subsequently came. I treated it in the same way as registration expenses.

[The Witness withdrew.

Mr. *James* inquired whether Mr. Cooke would admit the publication of Mr. Laurie's address, signed "Hyde Park-place, August 10th, 1854" (*producing the same*).

Mr. *Cooke* stated that he would.

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Mr. *James* stated that that was the case upon this allegation, and was heard to sum up the evidence.

Mr. *Cooke* was heard in reply.

The Committee-room was cleared.

After some time, the Counsel and parties were again called in.

The *Chairman* stated, that the Committee had unanimously resolved that Mr. Laurie procured his election and return by means of an illegal bargain and agreement.

Mr. *James* stated, that he had very carefully considered the subject of the scrutiny, and it appeared to him to be beset with so much difficulty, that he had advised the petitioner not to incur the expense of proceeding with it; and therefore it was withdrawn.

The *Committee* came to the following Resolutions:

"That Richard Samuel Guinness, Esq., is duly elected a Burgess to serve in this present Parliament, for the borough of Barnstaple.

"That John Laurie, Esq., is not duly elected a burgess to serve in this present Parliament for the borough of Barnstaple.

"That the last election for the said borough, so far as regards the return of John Laurie, Esq., is a void election."

MINUTES OF EVIDENCE

TAKEN BEFORE THE

SELECT COMMITTEE

ON

BARNSTAPLE ELECTION PETITION;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
6 *March* 1855.

[*Price* 1*s.*]

100.

Under 16 *oz.*

REPORT

FROM THE

SELECT COMMITTEE

ON

BILLS OF EXCHANGE BILL,

AND

BILLS OF EXCHANGE AND PROMISSORY NOTES BILL;

WITH THE

MINUTES OF EVIDENCE

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
15 *May* 1855.

Mercurii, 28° *die Martii*, 1855.

Bills of Exchange Bill (Lords) read 2°, and committed to a Select Committee.

Bills of Exchange and Promissory Notes Bill read 2°, and committed to a Select Committee.

Martis, 17° *die Aprilis*, 1855.

Ordered, THAT the Select Committee do consist of—

Sir Erskine Perry.	Mr. Horsfall.
Mr. Walpole.	Lord Advocate.
Mr. Kirk.	Mr. Attorney-General.
Mr. Glyn.	Mr. Gurney.
Mr. Solicitor-General for Ireland.	Mr. Henley.
Mr. Henry Keating.	Mr. Atherton.
Mr. Lowe.	Mr. Hankey.
Mr. Muntz.	

Ordered, THAT five be the quorum of the Committee.

Martis, 24° *die Aprilis*, 1855.

Ordered, THAT the Committee have power to send for Persons, Papers and Records.

Martis, 15° *die Maii*, 1855.

Ordered, THAT the Committee have power to report their observations, with the Minutes of Evidence taken before them, to The House.

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REPORT.

THE SELECT COMMITTEE to whom the BILLS OF EXCHANGE BILL [Lords] and the BILLS OF EXCHANGE AND PROMISSORY NOTES BILL were referred, and who were empowered to send for Persons, Papers, and Records, and to Report their OBSERVATIONS, and the MINUTES of EVIDENCE taken before them, to The House;——HAVE considered the Matter to them referred, and agreed to the following REPORT:

YOUR Committee proceeded to consider the two Bills committed to them.

As it appeared to your Committee that each Bill was founded on the principle of preventing fictitious defences on Bills and Notes, and of giving greater facilities to parties seeking the assistance of a court of justice, your Committee determined to hear evidence as to the cost of proceedings under the Scotch system, as proposed in the Bills of Exchange Bill, and under the English system, adopted in the Bills of Exchange and Promissory Notes Bill.

Your Committee were of opinion that it was unadvisable to introduce a new system of procedure if the forms of the English law could be made available for the object in view; and on hearing the evidence it appeared to your Committee that summary procedure might be easily introduced into English law, and that the costs under the Scotch system would not, on the whole, be less than those which would be incurred under English practice.

Your Committee therefore determined to proceed with the Bills of Exchange and Promissory Notes Bill, and have carefully considered its provisions.

15 *May* 1855.

PROCEEDINGS OF THE COMMITTEE.

Martis, 24° die Aprilis, 1855.

MEMBERS PRESENT:

Mr. Walpole.	Mr. Hankey.
Mr. Muntz.	Mr. Henley.
Mr. Henry Keating.	Mr. Atherton.
Mr. Solicitor-General (Ireland).	Sir Erskine Perry.
Mr. Glyn.	Mr. Kirk.

Motion made and Question proposed, "That Sir Erskine Perry do take the Chair"—(Mr. *Atherton*); Motion made and Question proposed, "That Mr. Walpole do take the Chair"—(Mr. *Keating*). Whereupon the Question was put, "That Sir Erskine Perry do take the Chair." Committee divided:

Ayes, 5.	Noes, 4.
Mr. Walpole.	Mr. Muntz.
Mr. Solicitor-General (Ireland).	Mr. Keating.
Mr. Hankey.	Mr. Glyn.
Mr. Atherton.	Mr. Henley.
Mr. Kirk.	

Sir *Erskine Perry* took the Chair.

Committee deliberated.

Question, "That the Chairman do move the House for power to send for Persons, Papers, and Records," put, and agreed to.

[Adjourned to Friday, at Twelve o'clock.

Veneris, 27° die Aprilis, 1855.

MEMBERS PRESENT:

Sir ERSKINE PERRY in the Chair.

Mr. Lowe.	Mr. Kirk.
Lord Advocate.	Mr. Muntz.
Mr. Keating.	Mr. Solicitor-General (Ireland).
Mr. Gurney.	Mr. Walpole.
Mr. Henley.	Mr. Attorney-General.
Mr. Glyn.	Mr. Atherton.
Mr. Horsfall.	Mr. Hankey.

Mr. *John Gilmore* examined.

[Adjourned to Tuesday, at Twelve o'clock.

Martis, 1° *die Maii*, 1855.

MEMBERS PRESENT:

Sir ERSKINE PERRY in the Chair.

Mr. Atherton.	Mr. Muntz.
Mr. Keating.	Mr. Gurney.
Mr. Walpole.	The Lord Advocate.
Mr. Henley.	Mr. Lowe.
Mr. Glyn.	Mr. Attorney-General.
Mr. Kirk.	

Mr. *John Gilmore* examined.

Right hon. *James Moncrieff* (Lord Advocate of Scotland), a Member of the Committee, examined.

Mr. *Park Nelson* examined.

Mr. *W. H. Walter* examined.

[Adjourned to Friday, at Twelve o'clock, to consider future Proceedings.

Veneris, 4° *die Maii*, 1855.

MEMBERS PRESENT:

Sir ERSKINE PERRY in the Chair.

Mr. Walpole.	Mr. Henley.
Mr. Keating.	Mr. Horsfall.
Mr. Atherton.	Mr. Glyn.
Mr. Lowe.	Mr. Kirk.
Mr. Hankey.	Mr. Solicitor-General (Ireland).
Mr. Attorney-General.	Mr. Muntz.
Mr. Gurney.	

Committee deliberated.

Mr. *W. H. Walton* examined.

The Committee determined to proceed with the Bills of Exchange and Promissory Notes Bill.

Preamble read and postponed.

Clause 1 read 1°, 2°.

Line 1, blanks filled up by inserting the words "24th" and "October."

Amendment proposed, line 11, to leave out the words "commenced within months after the same shall have become due and payable"—(Mr. *Atherton*). Question put, "That the words proposed to be left out stand part of the clause." Committee divided:

Ayes, 9.	Noes, 3.
Mr. Keating.	Mr. Atherton.
Mr. Gurney.	Mr. Lowe.
Mr. Henley.	Mr. Hankey.
Mr. Glyn.	
Mr. Horsfall.	
Mr. Kirk.	
Mr. Muntz.	
Mr. Solicitor-General (Ireland).	
Mr. Walpole.	

The blank filled up by inserting "six" instead of "three."

Amendment proposed in the 12th line, to leave out the word "forthwith," in order to insert "after the expiration of eight days"—(Mr. *Keating*). Question put, "That the word proposed to be left out stand part of the Clause." Committee divided:

Ayes, 6.	Noes, 5.
Mr. Glyn.	Mr. Keating.
Mr. Horsfall.	Mr. Gurney.
Mr. Kirk.	Mr. Muntz.
Mr. Atherton.	Mr. Solicitor-General (Ireland).
Mr. Lowe.	Mr. Walpole.
Mr. Hankey.	

Clause, as amended, read and agreed to.

Clause 2 read 1o, 2o. Proposed, to fill up the blank with the word "twelve." Amendment proposed, to fill up the blank with the word "sixteen"—(Mr. *Keating*). Question put, "That the word 'twelve' be there inserted." Committee divided:

Ayes, 7.	Noes, 4.
Mr. Glyn.	Mr. Keating.
Mr. Kirk.	Mr. Gurney.
Mr. Solicitor-General (Ireland).	Mr. Horsfall.
Mr. Walpole.	Mr. Muntz.
Mr. Atherton.	
Mr. Lowe.	
Mr. Hankey.	

Blank filled up with the word "twelve." Other Amendments made. Clause, as amended, read and postponed.

Clause 3 read 1°, 2o, and considered.

Question, "That this Clause stand part of the Bill," put, and negatived.

Clauses 4 and 5 read 1°, 2°, considered, and postponed.

Clause 6 read 1°, 2°, considered, and postponed.

Clause 7 read 1°, 2°, and postponed.

[Adjourned till One o'clock on Monday.

Lunæ, 7° die Maii, 1855.

MEMBERS PRESENT:

Sir ERSKINE PERRY in the Chair.

Mr. Henley.	Mr. Hankey.
Mr. Gurney.	Mr. Keating.
Mr. Glyn.	Mr. Atherton.
Mr. Kirk.	Mr. Walpole.
Mr. Lowe.	Mr. Horsfall.
Mr. Solicitor-General (Ireland).	Mr. Attorney-General.

Clause 2, as amended, further considered, and agreed to.

Clause 4 considered, and negatived.

Clause 5 considered, and negatived.

Clause 6 amended, and agreed to.

Clause 7 agreed to.

Schedule (A.) amended and agreed to.

Schedule (B.) agreed to.

Schedule (C.) read and negatived.

[Adjourned to Monday, at Twelve o'clock.

Lunæ, 14° *die Maii*, 1855.

MEMBERS PRESENT:

Sir ERSKINE PERRY in the Chair.

Mr. Henley.	Mr. Gurney.
Mr. Glyn.	Mr. Hankey.
Mr. Kirk.	Mr. Atherton.
Mr. Keating.	Mr. Lowe.

Manuscript clause (A.), "Short title" (proposed by Mr. *Atherton*), read 1°, 2°, and added to the Bill.

Clause (B.) proposed, "Every protest of a Notary Public of a Bill of Exchange or Promissory Note shall be received in all proceedings under this Act as evidence of the facts therein set forth, in like manner as the protest of Foreign Bills of Exchange is now received as evidence of such facts" (Mr. *Atherton*), read 1°, 2°. Question put, "That this clause be added to the Bill." Committee divided:

Ayes, 3.	Noes, 5.
Mr. Hankey.	Mr. Keating.
Mr. Atherton.	Mr. Lowe.
Mr. Kirk.	Mr. Henley.
	Mr. Gurney.
	Mr. Glyn.

Preamble read, amended, and agreed to. Ordered to Report.

Bills of Exchange Bill (Lords) read.

Motion made and Question, "That this Bill be reported to The House without Amendment," put, and agreed to.

Motion made and Question, "That the Chairman do move for power to report Observations and the Minutes of Evidence to The House" (Mr. *Atherton*), put, and agreed to.

Special Report read, amended, and agreed to.

To Report.

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Veneris, 27° die Aprilis, 1855.

MEMBERS PRESENT.

Sir Erskine Perry.	Mr. Horsfall.
Mr. Henley.	Mr. Lowe.
Mr. Keating.	The Lord Advocate.
Mr. Muntz.	Mr. Gurney.
Mr. Walpole.	Mr. Kirk.
Mr. Glyn.	Mr. Atherton.
Mr. Solicitor-General for Ireland.	Mr. Hankey.
Mr. Attorney-General.	

SIR ERSKINE PERRY, IN THE CHAIR.

John Gilmour, Esq., called in; and Examined.

J. Gilmour, Esq.

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1. *Chairman.*] ARE you a Scotch advocate?—I practised for 13 years as a solicitor and notary public, in Edinburgh.

2. *Lord Advocate.*] You are well acquainted, therefore, with the law of Scotland, and its practice?—So far as its practice fell within my experience.

3. Are you acquainted with the law relating to bills of exchange?—Yes.

4. And with the machinery adopted in Scotland in protesting and diligence upon such bills?—I know the practice.

5. Is the practice the same as regards inland and foreign bills?—It is now.

6. At one time the law was different?—It was.

7. But by a statute passed in the course of the last century, inland bills were put upon the same footing as foreign bills?—Yes.

8. Will you explain to the Committee, as distinctly as you can, the procedure which takes place when a bill in the hands of the indorsee becomes payable?—He goes to the notary public who noted the bill, and he asks the notary to write out the protest. Having done so, he takes his protest to the registrar's office, and the registrar examines the bill with the protest, then records the protest, and issues an order for payment, called an extract registered protest.

9. Will you begin with the earliest procedure which takes place upon the bills. Suppose I am the holder of a bill which is become due; will you state the whole course of proceeding from the time it falls due?—The first thing which is done is to take the bill to the notary public, and ask him to present it for payment. He thereupon presents it for payment, and if it is not paid he notes it for non-payment against the acceptor, and against the drawer and the indorsers, for recourse, if there are any.

10. Does he apply to the acceptor, the drawer, and the indorsers?—Only to the acceptor in the first instance.

11. If payment is not made, and protest is taken, does he give notice of the dishonour to the prior debtors on the bill?—Yes, the holder does so.

12. Otherwise he loses his recourse against them?—He does.

13. If the debtor immediately liable does not pay, he protests against him and against all prior debtors on the bill?—Yes.

14. Then he gives immediate notice that the bill has not been paid by the last indorser?—Yes.

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15. Mr. *Muntz.*] Does he give notice to all the indorsers?—The practice in Scotland is to give instant notice to all the indorsers.

16. Mr. *Kirk.*] Is that done by the notary?—By the holder. It is no part of the notary's duty to give notice.

17. *Lord Advocate.*] The notary then notes the dishonour at the time?—Yes.

18. Having done so, he extends his protest if so desired?—He does.

19. *Chairman.*] Have you a form of the first noting by the notary?—I have (*producing the same*).

20. Mr. *Glyn.*] Does the notary make a copy in a book of his own?—It is his duty to do so, but in practice, I believe, it is seldom done. The notary gets a book, in which it is his duty to enter every instrument which he takes, whether an instrument of sasine or of protest; it is his duty to do it; but in practice, I believe, it is not generally done.

21. *Chairman.*] The noting, I see, is in this form. This is a bill for 11*l.* 17*s.* 6*d.*, drawn at four months; the noting is "4th January 1845, A.D. 1*s.* 6*d.*"?—Yes.

22. That agrees with the English form, does not it?—Yes.

23. Mr. *Henley.*] Are the Committee to understand you to say that the notary makes no entry of the instrument in his book, though he ought to make it?—I believe he makes no entry, generally speaking. Some notaries do, but very few; I should say the general practice is not to make any other entry of noting than in his ledger, except on the bill.

24. Is there any real record of the transaction, except that memorandum of 1*s.* 6*d.*, which appears upon the corner of the bill?—That is the whole record which exists.

25. Mr. *Glyn.*] When you say he makes an entry in his ledger, what do you mean by that?—Charging it to his client.

26. Merely putting down the 1*s.* 6*d.* as the sum due to himself?—Yes.

27. He makes no copy of the bill whatever?—Not in practice, until he writes out the protest.

28. *Lord Advocate.*] The principle of the law of Scotland is that credit is to be given to the assertion of the notary, till the contrary is proved?—Yes.

29. In instruments of sasine and such things, they are only the assertion of the notary, which bear faith till set aside?—Yes; they prove themselves.

30. *Chairman.*] Will you give the Committee the form of an extended protest?—I will hand in the form of an extended protest (*producing the same*).

31. Is that a full copy of the protest?—It is.

32. *Lord Advocate.*] The notary notes the bill when he presents it, and he extends the protest afterwards; he then goes to the Register-office to register it. Will you tell the Committee where he does that?—He goes with a copy of the protest to the General Register-house in Edinburgh.

33. Are there local registry houses also?—Yes, in each county.

34. The registration is understood to be in the books of the court?—In the books of the Court of Session.

35. In Edinburgh, in the books of the Court of Session; in the counties, in the books of the sheriffs?—Yes.

36. On the registration of that protest, he gets his warrant to charge?—He does. It is given as a matter of course, upon the assertion of the notary in his protest.

37. That warrant entitles him to do summary execution against the person and property of the debtor against whom he has protested?—Yes, after the expiry of the charge, which is six days. He may attach his debtor's funds by means of arrestment before the expiry of the charge.

38. Will you state to the Committee the average expense of noting, protesting, and registration?—I have taken four or five cases, and noted the expense from my ledger. I took them out as a solicitor, and I have put down what I charged. This is one against several debtors: Protest and stamp, 4*s.* 1*d.*; paid recording protest, 7*s.*; that includes the order; solicitor's fee obtaining same, 6*s.* 8*d.*, making 17*s.* 9*d.*

39. Mr. *Muntz.*] What is the amount of the bill?—The amount of the bill does not vary the charge; the same charge, except the stamp for the protest, would be made for a bill of 40,000*l.*

40. Mr. *Glyn.*] What is the price for noting?—The noting of the protest is included in the 4*s.* 1*d.*

41. *Lord*

41. *Lord Advocate.*] Should you say that 17*s.* 9*d.* was about the average expense of protesting?—I should say the average expense of protesting and registration would be from 18*s.* to 19*s.* I mean the mere expense of the judgment, without the execution of the charge. The execution of the charge is common to every judgment in Scotland, as well as to this.

42. Mr. *Glyn.*] Does the charge for protest in Scotland vary according to the amount of the bill?—Yes. The notary's charge is this: Under 30*l.* it is 2*s.* 6*d.*; 30*l.* and under 100*l.*, 3*s.*; 100*l.* and under 200*l.*, 4*s.*; 200*l.* and to any amount, 5*s.* When the notary notes the bill, the expense of noting is included in what I have now stated.

43. Mr, *Gurney.*] Is the noting a fluctuating charge?—Yes, inasmuch as it is the half of the protest.

44. *Lord Advocate.*] Will you state to the Committee what would be the expense of protesting a bill for 5,000 *l.*?—The protesting of the bill would be 5*s.*; the stamp, I will say, 10*s.*; I do not exactly know the amount of the stamp; recording protest 7*s.*; solicitor's fee for the agency, 6*s.* 8*d.*; 6*s.* 8*d.* is the fee allowed as between solicitor and client, but as between party and party, it is only 3*s.* 4*d.*, and for this reason: on behalf of the client the solicitor has to go to the notary and get the protest, and afterwards he has to go to the register house to have it recorded; whereas the debtor is entitled, according to our practice, to assume that the holder ought to get the protest without any cost.

45. What number of bills do you think there would be of 5,000*l.*, as compared to the number of bills of the amount of 100*l.*?—It is very rarely that a bill for 5,000*l.* is returned in Scotland.

46. *Chairman.*] Will you now state the charges upon a bill of 100*l.*?—The expense would be the same, except the stamp for the protest.

47. *Lord Advocate.*] Substantially the expense never exceeds 30*s.*?—Certainly not.

48. Mr. *Henley.*] After the bill is protested, when can it be registered?—It can it be registered the next day after the days of grace have expired.

49. Supposing the bill is protested upon the Monday for non-payment, when can that bill be registered; how many days after?—It may be registered the next day.

50. I understood you to say that it might be registered the next day after the days of grace; will you tell us how many days actually expire between the time of protesting and noting for non-payment and registration; supposing the protest to be upon the Monday, when can that bill be registered?—You may register it the next day.

51. What then did you mean by saying "after the days of grace?"—What I mean is this: suppose a bill is dated the 27th of April, and it falls due the 30th of May, it may be registered on the 31st May.

52. In fact, the bill is not presented for payment till the expiration of the days of grace?—It is not.

53. *Lord Advocate.*] Within what time must a protest be registered; how late after the protest can it be registered?—Not later than six months.

54. Mr. *Henley.*] If I understand you rightly, according to the practice in Scotland, a bill protested on the Monday may be registered on the Tuesday, and six days after that execution may be levied?—Yes; six days after service of a notice to pay under the judgment.

55. Does that mean six clear days?—Yes.

56. Then it is seven clear days after the protest when a man's goods may be taken under execution?—Provided he has had six clear days' notice by the officer of the court; the mere expiry of the six days will not do, unless the debtor has received a formal notice by an officer of the court, called a messenger-at-arms.

57. You protest the bill on the Monday, and you register it on the Tuesday; what is necessary to be done upon the Tuesday, after you have registered your bill, to the man upon whom you are going to levy execution?—You must serve him with a notice to pay.

58. Upon what day may you serve him with that notice?—On the very day you are entitled to take out the order, called a registered protest.

59. Can the protest be extended the same day that it is noted?—Yes.

60. All these processes may be compressed into one day, may they?—No; if you extend your protest on the day the bill is due, that is, the last day of grace, you cannot register it till the following day.

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61. But you may note it, and extend the protest on the same day?—You may extend the protest at the moment you note it; there is nothing to prevent that; but you cannot do anything with it till the next day.

62. Mr. *Attorney-General.*] Must you register your bill before you serve the debtor with the notice which you say is a condition precedent to obtaining judgment?—The registering, not of the bill, but of the protest, is the act of obtaining judgment. By the registration you get a judgment, and it is by virtue of the judgment that you serve the notice.

63. *Chairman.*] You said the protest might be registered at any time within six months?—Yes.

64. In practice, therefore, I suppose it very often happens that the notary simply notes the bill, and if the creditor believes the debtor can or will pay, he does not extend the protest for a considerable time afterwards?—Certainly not. I may state that I acted as notary for the Clydesdale bank; for six years I noted all their bills, to the number, I should say, of six or eight every day for the Edinburgh branch, and perhaps 12 or 15 on Saturdays, and I do not think I was called upon in the course of a year to extend 12 protests out of the whole number. I do not think that in one per cent. of the whole number of bills in Scotland which are noted it is necessary to register the protest.

65. I suppose of those which are registered, a considerable proportion never goes so far as the charge?—Certainly not. Taking those registered throughout the year, I should say the time that elapses between the day on which the bill is due and could be registered, and the date of registration, is certainly on the average not less than three weeks. I have here upwards of a hundred original orders, and I have looked over the whole of them; I should say the average time may be taken to be a month, which elapses between the time that the holder could lawfully have registered his protest and the time he did so.

66. Between the noting and the registration?—Yes; I have acted for a number of English houses, and my instructions were always not to press the debtor; I usually, under their instructions, made arrangements to give them time; I hardly ever found it necessary to record a protest in less than two months.

67. *Lord Advocate.*] What is the time within which notice must be given to the indorsers?—In the case of foreign bills of exchange, each indorser is allowed a full day to give notice to his prior indorser; but with respect to inland bills. it is sufficient to preserve recourse if notice of the dishonour be given within 14 days.

68. I think it has been several times mooted in Scotland, that the extending of the protest might be very much abridged, if not entirely done away with?—I have heard it suggested.

69. Do you think that it would be expedient to do so?—I think it would be inexpedient to do away with it.

70. *Chairman.*] What are the arguments in favour of this extended protest?—I have no objection to shortening the protest; but as to dispensing with it, I should doubt the expediency of it; I think it would be a dangerous thing to allow a memorandum with the initials of any public officer to be the foundation of a warrant which should deprive a man of his liberty.

71. *Lord Advocate.*] If you noted on the bill a memorandum of non-payment, signed by the notary, would not that serve all the purposes of a protest?—If it were a protest against the acceptor for non-payment, that might be all that was necessary.

72. The present extended protest might be abridged, you think, very much?—It might be abridged.

73. After the debtor has been charged upon the warrant, if he has a defence, what course does he take?—We apply by a bill of suspension to the Lord Ordinary on the bills in the Bill Chamber; we state in that bill the reasons of suspension; that is laid before the Lord Ordinary, he judges of it. If there be a good *primâ facie* case, he orders an answer; an answer is given in by the holder of the bill; the Lord Ordinary considers those two papers, and he determines the matter.

74. *Chairman.*] The Lord Ordinary, I presume, is in the position of a Judge in chambers in England?—Yes.

75. *Lord Advocate.*] In an ordinary case, where the Lord Ordinary considers a bill of suspension, does not he sist execution?—He does sist the execution.

76. With

76. With security or without?—With security.

77. What is the ordinary procedure where a note of suspension is presented without the offer of security?—He refuses it, except in rare instances.

78. If presented with security, if there is a *primâ facie* case, the Lord Ordinary orders an answer?—Yes.

79. On receiving the answer, and considering if he thinks there is a case to try and security has been given, he passes the bill?—He does.

80. And that brings it into the Court of Session as an ordinary cause?—It does.

81. Mr. *Attorney-General.*] Supposing a man denied his handwriting altogether, and alleged it to be a forgery, and supposing the defence appeared likely to be true, would he be obliged to find security?—No; the Lord Ordinary would order a comparison of the handwriting, and if he were satisfied on examination that the man was stating what was correct, he would sist without ordering security; but if he thought, on comparison, that the man was stating what was not true, he would not pass the bill without security.

82. If the forgery were very perfect, he would still have to find security?—Possibly he might; but no instance occurred in my experience, where, so far as I knew, the Lord Ordinary came to a wrong conclusion in a case of alleged forgery.

83. Mr. *Solicitor-General for Ireland.*] By what process does the Lord Ordinary come to a conclusion whether the bill is a forgery or not?—He takes his own means; he usually orders the production of the man's signature.

84. *Lord Advocate.*] You charge on your protest, not only against the acceptor on non-payment, but against all concerned; how do you proceed against all concerned?—In the same way as against the acceptor.

85. Then the warrant is a warrant to charge all concerned?—Yes.

86. Do you proceed against an indorser in the same way that you do against the acceptor?—Precisely.

87. And he has the same remedy?—He has.

88. You have explained the mode in which bills are protested, the mode in which the register takes place, the judicial warrant, and the means the debtor has for suspending that warrant, if there is good ground; will you now explain the rules of the law of Scotland in regard to the evidence which the debtor may adduce, in order to show that the debt apparently due on the bill is not due. Is not the rule this, that you can only prove the non-existence of the debt apparently due upon the bill, either by the writing or the oath of the creditor?—It is.

89. Mr. *Attorney-General.*] In Scotland, the notary's protest is evidence of the fact of the bill having been dishonoured?—Yes.

90. *Lord Advocate.*] I understand you to say that the bill carries with it the presumption of value and the presumption of the debt being due, which can only be overcome either by the writing or the oath of the creditor himself?—That is so.

91. Mr. *Solicitor-General for Ireland.*] The bill of suspension, as I understand it, is a statement of the defendant's case, why execution should not go against him?—Yes.

92. Is that verified in any way when brought before the Lord Ordinary?—It is not verified in any other way than by the signature of the solicitor, or his own signature, or the signature of counsel.

93. If the defendant comes in, and, by his bill of suspension, makes the case that the bill is not his handwriting, by what process does the Lord Ordinary ascertain whether that is true or false?—He may call the party before him. He usually orders the signatures on some other documents to be lodged with the clerk of the court; he orders the suspender to write his name in his presence, and he judges, either in that or in any other way his Lordship may think proper to adopt.

94. *Chairman.*] Has he the power to swear him?—He had not at the time I was in practice in Scotland.

95. But he may examine him *vivâ voce*?—Yes. There is no form of proceeding given in the books or in the rules of practice in that case. The Lord Ordinary usually exercises his own discretion in satisfying his mind as to whether the suspender is stating what is true when he alleges forgery.

96. Supposing the case to be one of forgery, is the usual process the Lord

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Ordinary goes through to compare the handwriting of the bill with some handwriting of the defendant which is admitted to be genuine?—Yes.

97. Supposing upon that he comes to a conclusion that the bill is not a forgery, he refuses to sist execution?—He does, except upon finding security.

98. Supposing the defendant says, "The acceptance upon the bill is not my handwriting," but he is unable to give security, execution goes against him. Has he any means, in that case, of asserting his defence?—He has this means. He may offer juratory caution; that is a description of judicial security sometimes offered in a suspension, where the person seeking to stay execution is not in circumstances to offer better. It consists of an inventory of his chattels and the debts owing to him, given up on oath, with an undertaking that he will not dispose of such chattels nor uplift such debts without the plaintiff's authority, until the plaintiff be in a position, if successful, to issue a writ of execution.

99. In other words, he assigns all his estate and effects to some officer of the court?—He executes an instrument, such as I have explained.

100. If the Lord Ordinary thinks the defence that the signature is a forgery is a plausible one, he has the power of sisting execution without demanding security?—Certainly.

101. From your experience as a notary public, is not a forgery always a good representation of the genuine handwriting?—I cannot say, in my experience, such a case has frequently come before me.

102. *Lord Advocate.*] Supposing the party sued is the endorser of the bill of exchange, and he alleges, on the bill of suspension, that he has had no notice of dishonour, what course does the Lord Ordinary adopt to test that?—The course the Lord Ordinary would adopt would be this, upon a mere statement of that sort he would not allow him to be heard without finding security.

103. *Chairman.*] Are you aware of the English practice of what is called swearing to merits?—Not intimately. It does not fall within the department in which I practise.

104. By the English practice, a defendant who is called upon to state a meritorious defence puts in an affidavit, swearing he believes he has merits in the case?—There is no such proceeding in Scotland.

105. Does the Lord Ordinary sit in chambers alone upon these proceedings, and are they handed up to him by his clerk; does the defendant appear before the Lord Ordinary personally or by a solicitor, or is it only done by a written document which his clerk gives him?—The proceeding is this: the bill of suspension is delivered to the officer called the Bill Chamber clerk, and he takes it to the Lord Ordinary's house; he waits till his Lordship reads the bill of suspension, and he writes such order as his Lordship may direct.

106. The bill of suspension, I presume, is ordinarily a plausible document?—Usually.

107. It goes at some length into the defence, does not it?—It must be a substantive statement of the case, without argument.

108. To produce any effect upon the mind of the Lord Ordinary, it must, of course, be plausible?—Certainly.

109. It is not generally that the defendant is informed and believes he has a defence upon the merits?—No; he must make out a *primâ facie* case by positive averment of facts.

110. Supposing a case of forgery is desired to be made out, if the defendant states in his bill of suspension that the bill is a forgery, the Lord Ordinary has the power of calling the defendant before him, and examining him upon that point; is that so?—Yes.

111. Hs can make him write his name, and he can ask him questions elucidating any points stated in the bill of suspension?—Certainly.

112. And then having had this opportunity of informing his mind whether there is a plausible defence or not, he has the power of deciding whether he will stay execution, and allow the defence to be set up?—Yes.

113. It has been suggested to you that a poor man would not be able to give the security which may be asked for or not, according to the plausibility of the case; and you say that that evil is remedied in practice by the really poor man, who has a meritorious defence, being able to put up his defence without security, by assigning to the officer of the court what he has?—Yes; by juratory caution.

114. Is it consistent with your experience that a pauper defendant has ever been precluded from setting up his defence by his inability to give security?—Never.

Never. If he is a pauper, he would at once apply to the court for a reference to the counsel and solicitor for the poor, who would consider the poor man's case instantly; and if they report that he has a *probabiles causa litigandi*, the court allows him to go on without security, or anything else, such as juratory caution.

115. Do you consider that there is any danger of a Judge sitting in chambers in this way deciding rapidly or hastily against a defendant who sets up any plausible ground of defence?—Certainly not. In my experience, interlocutors in the Bill Chamber were usually accompanied with notes by the Lord Ordinary appended, showing that great care had been bestowed on the case.

116. Is not the danger rather the other way, that the Judge's mind will be inclined to allow of anything at all plausible being proved in court?—I should say the Judge's mind does not lean in either way.

117. *Lord Advocate.*] I believe the greater proportion of the charges upon bills of suspension are refused?—Yes.

118. *Chairman.*] Is it your opinion that this mode is the most simple and rapid which could be adopted of finding out whether there is any defence or not?—I think it is.

119. Mr. *Attorney-General.*] Supposing the Lord Ordinary should be of opinion that there is not a *primâ facie* case to induce him to sist execution against the defendant, but the defendant nevertheless is desirous to bring the matter to trial, not being satisfied with the view taken by the Lord Ordinary, is there any means to enable him to do so? Having put in security for the satisfaction of the debt and costs, should the decision be against him, has he any means of compelling a trial which will enable him to set up the defence which he is desirous of making?—If the debtor were dissatisfied with the Lord Ordinary's determination, he may appeal to the Inner House.

120. Would that enable him to get a trial by jury?—If the Inner House overruled the decision of the Lord Ordinary.

121. Would there be the means, according to your system of procedure, by appealing from the Lord Ordinary to the Inner House, of raising the question of fact, and having an issue upon it?—Yes; the course of proceeding would be that the court would alter the decision of the Lord Ordinary, and remit to him with instructions.

122. That is, if they differed from the Lord Ordinary?—Yes.

123. Supposing they agree with the Lord Ordinary, but still the defendant says, "I desire to have this question of fact tried by a jury"?—He could not do that in the suspension, but he might by an action of reduction.

124. *Chairman.*] With respect to the costs of a defendant appearing before the Lord Ordinary, so as to get an opportunity of putting in a defence, can you state the cost of each of the steps which you have described?—That entirely depends upon the length of the bill, and the answer.

125. Take an average?—In an ordinary case, you could get the decision of the Lord Ordinary for a couple of guineas, running up to five or seven, according to circumstances, if you did not require to employ counsel. That depends so entirely upon the nature of the defence, and the nature of the pleadings, that it is hardly possible to give an average.

126. Does the defendant ordinarily appear in person, or by a solicitor?—He may appear in person, but he rarely does; it is usually by a solicitor.

127. The first step would be the application to a solicitor; the next would be to draw up the bill of suspension?—Yes, which the solicitor does.

128. Then there is the appearance, which is handed in to the Lord Ordinary?—The bill of suspension is handed in to the Bill Chamber clerk.

129. No counsel are required up to that stage?—No.

130. You think the average expense up to this period would be about two guineas?—Yes, and upwards, according to the length of the papers.

131. What should you suppose the cost of the application to the solicitor would be?—Six and eightpence.

132. What is the average cost of drawing the bill of suspension?—Fourteen shillings for the drawing, and 3*s.* for the engrossing; it depends entirely upon the length.

133. Mr. *Henley.*] When the bill is given to the Judge's clerk, is any fee paid?—One shilling, I think.

134. Is any fee paid at the hearing when you go before the Judge?—There is 2*s.* 6*d.*, or some such fee, to the Bill Chamber clerk.

135. Mr. *Gurney.*] Do counsel ever appear at that stage?—Very rarely.

136. Mr. *Henley.*] What is the solicitor's charge when he appears before the Judge?—He is only entitled to 6*s.* 8*d.* an hour.

137. What is the amount actually charged?—That is the amount actually charged; I have named what would be charged in a bill of suspension of three sheets; if there were two or three sheets more, the solicitor's charge would be 10*s.* more; but I should say the expense of obtaining a sist, that is, a stay of execution, on a bill of suspension, would be less than 2*l.* Notes of suspension are shorter now, I believe, than when I practised in Edinburgh 10 years ago.

138. Including instructions from the client, drawing the bill, fees paid to the respective officers of the court, and attendance before the judge to obtain the sist?—Yes, it would usually be about 30*s.* now, I think; but this depends on the length of the papers.

139. *Chairman.*] With respect to the holder's expenses, is it the practice in Scotland to employ a solicitor, or are bankers able to get this protest registered by their own clerks?—I think they usually employ their solicitor; it is a very well laid out fee; it is only 6*s.* 8*d.*, and the solicitor is responsible that everything in the proceeding is technically correct.

140. Mr. *Solicitor-General for Ireland.*] If the party does not do it himself, must not he employ a solicitor?—Not at all.

141. Can he do it by a third party, not a solicitor?—He may employ any one.

142. With respect to the execution order, does it operate in Scotland as a judgment?—It is a judgment; it is precisely the same as any other judgment; but judgments in Scotland do not operate as judgments do in England.

143. *Lord Advocate.*] Where a party, apparently a debtor on a bill, has a ground upon which to set aside the bill by reduction, he may bring that action, notwithstanding that the charge for suspension is refused?—He may.

144. Mr. *Keating.*] You say, in Scotland there are local registries in every county?—Yes.

145. I believe, having been a Scotch solicitor, you are now an English barrister?—Yes.

146. And you are the person who drew this Bill, are not you?—The Bill was drawn, on the employment of a committee of merchants in London who trade largely with Scotland, by Mr. Edgar, of the Home Circuit, assisted by me as a Scotch lawyer.

147. Do you contemplate local registries in England?—We did contemplate local registries in England. As the Bill was originally prepared, we appointed every county court clerk to be a registrar; but when the Bill came before a Select Committee of the law Lords, they struck out those clauses after consideration; and the reason was, that the county court judges in England are not resident as our sheriffs are in Scotland, and the machinery is not so perfect as our machinery; they are not such efficient courts of record as ours are, and their jurisdiction extends only to 50*l.*; whereas you may sue in the county courts in Scotland for any amount.

148. In Scotland do the bills of exchange usually pass through Edinburgh bankers, as the larger proportion of bills in England pass through London bankers?—I should think they do. I think a good many do. I cannot positively answer that question from my own knowledge. They may go to the county branch banks.

149. In truth, there is the difference between Scotland and England, is not there, that a great deal of the presentation of bills, and the noting of bills, and of bills being made payable at bankers, is transacted in the various counties in Scotland. They do not pass through Edinburgh as they do generally through London?—I should think that would be the case.

150. With reference to these charges which you speak of, suppose an Edinburgh banker has a bill payable at his bank and it becomes due, what does he do with it?—If it is not paid on the day it is due, he sends it to his notary. He sends out the porter of the bank to present the bill to the party, and if it is not paid he takes it to his notary. I am not sufficiently acquainted with the practice of bankers to say what they do of my own knowledge.

151. When you have been applied to yourself to act as notary or solicitor, has it been by parties, the holders of bills, on their own account, or by bankers holding their customers' bills?—Usually by parties on their own account. Suppose an English

English mercantile house wished to sue upon a bill, they would remit the money to a banker in Edinburgh, and write at the same time to a solicitor, with an authority to go and get up the bill, and take the necessary steps upon it.

152. You get such an application from an English house as a solicitor?—Yes.

153. Upon that do you write to the debtor, before putting it into the hands of a notary? Is any previous application made to the debtor before any hostile proceeding is taken against him?—By that time the bill has been noted by the banker's notary, and the practice is to write for payment before any hostile proceeding is taken.

154. You would, in the first instance, note and protest, would you?—If it came to me as a notary, I would present in the first instance.

155. Upon non-payment, you would note?—Yes, I should be obliged to do so if not previously noted.

156. And protest?—Not instantly; I should present the bill upon the last day of grace, and if it was not paid by the acceptor, I would note it; that is, notice to the acceptor himself. If there were previous indorsers to my client, I would give them instant notice; if there were none, I should exercise my own discretion as to whether I should proceed instantly against the acceptor, or give him time. My own practice was never to proceed at once. I usually found that the knowledge in the debtor of the power which the holder had in this simple proceeding of summary diligence, had the effect of bringing payment without the necessity of any proceeding.

157. You would make a preliminary application to him?—Yes.

158. Is any preliminary application to the debtor included in these costs that you have given us?—No.

159. That would be extra?—Yes; I was asked to give the expenses of judgment.

160. *Chairman.*] That application would be made by letter: would not it?—Yes.

161. To whom would the cost of that be charged?—It would be charged to the client; it would not go as a charge against the debtor.

162. *Lord Advocate.*] Does the strictness with which the debtor on a bill is dealt with in Scotland interfere with the transactions which are carried on by inland bills, or are not the ordinary transactions of farmers and dealers of all kinds carried on by bills in Scotland?—Universally.

163. All the transactions of the great fairs are carried on by bills to a very large amount?—To a very large amount.

164. Mr. *Kirk.*] You stated that the first proceeding when a bill has been handed to you, is, that on the evening of the day it falls due you note it for non-payment?—If there are drawers and indorsers; but, for the purpose of summary diligence against the acceptor, the bill may be noted and protested at any time within six months.

165. Provided the bill is unpaid, you note it for non-payment on the evening of the day it falls due?—That is only necessary when there are indorsers. That is necessary for preserving the holder's claim against them.

166. You note it on the evening of the day it falls due?—Yes; on the evening of the third day of grace.

167. How soon after must you extend the protest?—At any time within six months.

168. You are not bound to extend it the next day, but you can, upon the simple noting, extend the protest at any time within six months?—Yes.

169. After you have thus extended the protest, are the Committee to understand the ordinary practice is, that a month elapses before proceedings are taken in the form of registration?—On the average I should say so.

170. Mr. *Henley.*] Are the Committee to understand you, that after the bill is noted you must register within six months?—That is, to entitle you to summary diligence; but you may proceed by ordinary action at any time within six years.

171. To entitle you to your warrant you must register within six months?—Yes.

172. After such register, how long does the course of the registration enure for taking out the warrant?—Registration is the judgment; and if you charge the debtor on it at any time within six years, the judgment is good for forty years.

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173. Mr. *Muntz.*] You stated that you might suspend the operation of this protest for six months?—What I meant to say was this, the holder may have the benefit of this summary diligence at any time within six months.

174. Supposing there are a number of indorsers upon a bill which is subject to the operation of these proceedings, are the indorsers exonerated if the proceeding does not go on, or must you give notice every time the proceeding is suspended?—The notice which is given them on the day of noting serves to preserve your claim for all time, so far as regards notice of dishonour.

175. Is notice given to all the indorsers?—Yes.

176. Is it necessary that they should have notice?—Yes.

177. Are they all registered as being indorsers?—If you proceed against them and obtain judgment, of course the names are all registered.

178. Not without?—No.

179. Is not it considered necessary to register the indorsers as well as the drawer and acceptor?—Not if you are not going to proceed against them.

180. Have you a right to proceed against them afterwards, if you do not register them in the first instance?—The course of proceeding is different from that which the question would suggest; the practice is to record the protest at once against all the parties if you wish to proceed against them. What we do is to register the protest to which is prefixed a copy of the bill. You are not bound to give the indorsers notice that you have registered the protest, unless you wish to proceed against them, and the notice which you give if you proceed against them is a charge of six days to pay.

181. Supposing that you do not in the first proceeding give notice to the indorsers, can you, having taken proceedings against the drawer and acceptor, afterwards proceed against those indorsers, having given them no notice?—No; if they have not had notice of dishonour.

182. *Chairman.*] Is it the practice in Scotland, whether you proceed in this summary way or not, to register the names of the indorsers immediately in every case?—No.

183. You only register in cases where you are going to take summary diligence?—Yes.

184. Mr. *Attorney-General.*] Would not you, as a matter of precaution, in the uncertainty whether that summary diligence will enable you to get payment from the acceptor or not, and in order to be in a position to sue the indorsers if necessary, take that step of registering them in the first instance?—Yes; but I would not register the protest against the indorsers, unless I were satisfied that they had received notice.

185. *Chairman.*] Do the indorsers' names to a dishonoured bill get upon the register as a matter of course under the Scotch proceedings?—The bill is copied on the protest; the names of the indorsers are also copied; the protest is registered, but when you do not wish to proceed against the indorsers or any indorser, you write below the protest, "Diligence required against A. B., and not against C. D." When you do not wish to proceed against all the indorsers or any of them, the solicitor states at the foot of the protest against whom he wishes the proceeding, and against whom he does not wish it. That is recorded and forms part of this document; and every person who examines that record, sees against whom the proceeding was taken, and against whom it was not taken.

186. In every case of a dishonoured bill being put into your hands, is that protest registered the next day in the Register-office?—Certainly not.

187. What you are now describing, is the cases in which you wish to proceed by summary diligence?—Yes.

188. Mr. *Attorney-General.*] In England, though you may proceed against the acceptor in the first instance, you probably do not intend to forego your remedy against the indorser, if the acceptor is unable to meet your demand. Supposing your object in Scotland is to proceed by summary diligence against the acceptor in the first instance, but you do not mean to forego the same remedy against the indorsers. If you fail to obtain payment from the acceptor, do not you register the names of the indorsers, in order that you may afterwards, if necessary, have recourse to the same process against them?—Yes.

189. Mr. *Henley.*] In every case in which you are laying the foundation for litigation by registration does the name of every indorser appear upon the register?—Yes; if they have had notice of the dishonour.

190. Mr. *Walpole.*] With regard to your registration, you register the bill with

with all the names upon it; but you do not register any names upon that bill as parties who are liable to summary diligence, unless you intend to proceed against them. Is not that so?—If they are liable, whether you mean to proceed against them or not, they are registered. If you wish to preserve the liability, their names must appear in the register.

191. But you put at the foot of the bill a notification that it is not intended to use the process of diligence against A. B. and C. D. at present?—Yes; you always do so when you do not wish to proceed against them in that manner.

192. Do you ever leave the bill upon the register, and leave the impression that you are going to proceed against all the parties whose names are on that bill, unless you have given notice to those parties?—No.

193. Consequently, no person's name can be upon the register as the name of a party to be proceeded against by summary diligence, unless he has had notice of the debt is due from him, and a demand is made for payment?—Just so.

194. Mr. *Gurney.*] Supposing you have, for the purpose of preserving the liability, registered all the names of the indorsers in this manner, but intending in the first instance only to proceed against the acceptor, you have also put upon the register a note to that effect: have you, subsequently, the power of cancelling that note, and then proceeding against the indorsers?—In the case where we put that note, that we do not ask summary diligence against the indorsers, that is only done in practice where they have not had notice; where they have had notice we make no such note; we record the protest against them all, and, having got the order, we can proceed against all or any of them.

195. *Chairman.*] In every case in which a party seeks to take summary diligence, the names of all the indorsers appear upon the register?—All against whom he seeks to proceed.

196. Mr. *Attorney-General.*] Wherever a bill, having been dishonoured, is protested, and becomes the subject of registration, not only the name of the acceptor who has failed to pay appears, but the indorsers who are liable upon his non-payment appear also?—Yes, those who are liable.

197. Mr. *Lowe.*] Do not those who have not had notice appear also?—They appear with an explanation.

198. Mr. *Attorney-General.*] In the great majority of bills of exchange, is not it the case that, if the acceptor does not pay, notice is immediately given to the indorsers?—Always. I speak of the practice of bankers and men of business.

199. In those cases, where bills passed through the hands of bankers and men of business, if the acceptor does not pay, notice is given to the indorsers, and in all such cases their names appear upon the register?—Yes.

200. Mr. *Kirk.*] Supposing a banker in Edinburgh has a bill upon which there were five or six previous indorsers, would not he have received that bill generally from his customers?—Yes.

201. Whenever that bill was protested for non-payment, would not he immediately return that bill to his customer and charge his account with it?—Yes; that is the practice of the Edinburgh banks.

202. The name of the Edinburgh banker would not appear?—No.

203. Would not the person to whom this bill was returned go to the indorser next before him, and claim from him?—Yes.

204. Would not the parties thus go back one after another, so that there could be no registration of the name of any indorser upon the back of that bill, except the indorser who refused or neglected to pay?—Certainly, if a man has paid the bill you cannot register against him.

205. Mr. *Keating.*] Let me call your attention to the 5th section of the Bills of Exchange Bill, "Every holder of a dishonoured bill of exchange or promissory note which is free from erasure or alteration in any material part, except as aforesaid, may, after protest, register such bill of exchange or promissory note and the protest thereon," therefore the protest must be registered, that would contain the bill and the parties upon it?—Yes.

206. "In the register of the Court of Common Pleas, and shall thereupon be entitled to an order of such Court on such bill of exchange or promissory note against the parties to such bill or note whose names are signed or indorsed thereon." I presume, to entitle him to that order of the Court, the names of the indorsers must appear upon that register?—Certainly.

207. Mr. *Lowe.*] Supposing two people live in a country district, away from any notary or register, and one is the holder, and the other the acceptor of a bill,

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and the acceptor does not pay, what is the course which is taken: must the holder go to the nearest place where he can find a notary, and send him down to present the bill?—According to an old English Act of Parliament, where there is not a notary, any householder may protest the bill before two witnesses, but in Scotland the notary must protest when payable.

208. Does the court take judicial notice of his handwriting?—Yes. of the householders in England, but only of the notaries in Scotland.

209. What do you consider to be the use of this system of protest; suppose I am the holder of a bill which is over-due, I send my clerk to the acceptor, with the bill; he says he cannot pay; my clerk can swear to that fact, but I am not allowed to prove it in that way, but I must go to a notary; what is the advantage of that?—A notary is an indifferent person, and it is his duty to examine the bill, and see that it is correct *in substantialibus*, and it is his duty to see that payment has been asked and refused, and he therefore certifies the cause of action; the protest contains this record, which can always be referred to, and is often usefully referred to in Edinburgh by the court as the record of the plaintiff's case. It is his declaration; it is a protection to the debtor, by a highly accredited officer, that the proceeding is regular, and that upon no bill shall he be proceeded against by this process of summary diligence, unless it is a good bill, and on a proper stamp, and with no erasure, and in all things substantially correct.

210. Is it competent to the parties in a trial to call the notary as a witness?—Yes.

211. But he is not a necessary witness?—No; the protest proves itself unless it is challenged.

212. Mr. *Solicitor-General for Ireland.*] Supposing in the case of a bill with several parties you do not seek, in the first instance, to take a joint order upon the register against all the parties, may you afterwards get a separate order against each party?—You would be entitled to do it. In practice it would be regarded as a clumsy proceeding. The usual course would be not to do so.

213. That being the usual course, would not it necessarily follow that the names of the acceptor, the drawer, and the indorsers, would not only appear upon the register, but there would appear an order against all of them?—If you take it so.

214. May not you register and obtain that order against all those parties on the morning of the day next after the bill falls due?—You may.

215. So that if a bill falls due on the 1st of May you may extend the protest upon the morning of the 2nd, and register that protest, and obtain an order against all the parties, supposing there are six upon the bill?—You may do so in Scotland.

216. You have said that the order when so made upon the register of the protest will operate as a judgment against each of these parties?—Not as in England. It does not operate against a man's property as in England; it is a mere judgment, and nothing else.

217. Does it affect his real estate?—It affects neither real nor personal estate.

218. Supposing a party against whom you have registered a protest becomes a bankrupt, to use the English term, is the party who has registered the bill of exchange and so obtained that judgment against him, entitled to any preference or priority over the ordinary creditors?—He has not any whatever.

219. Supposing the party having obtained that order serves it and seizes the goods of his debtor under it, and before he actually sells them bankruptcy intervenes, has that any effect in putting an end to his right to the goods?—It puts an end to it altogether; everything in the possession of the bankrupt vests in the trustee.

220. Supposing after the seizure of the goods, and before sale, bankruptcy intervenes, would that have the effect of destroying the right of the creditor to hold the goods?—Yes, he would have no preference except for his costs, unless 60 days had elapsed from the date of the seizure, and in that case he would have a preference.

221. Supposing the act of bankruptcy has been committed by the party before the registration of the bill of exchange, and the creditor afterwards seizes the goods, can he hold them, or does the title of the assignee have relation to the prior act of bankruptcy?—If the seizure has been made within 60 days prior to the

the date of the sequestration, the trustee, irrespective of whether there has been an act of bankruptcy or not, has a right to the proceeds of the sale.

222. *Chairman.*] Can he follow the goods into the hands of a *bonâ fide* purchaser?—No; if they are sold, he can only follow the creditor who has the money.

223. Is not there a law in Scotland for summary procedure similar to the procedure in the county courts in this country?—Yes.

224. By which parties can sue on bills of exchange in a very summary manner?—Yes; if you wish to sue upon a bill of exchange in Scotland you may go by an ordinary action to the sheriff's court; and if at the end of eight days the debtor does not appear, you get judgment by default.

225. Do you know anything of the costs of proceding under that law?—I think they may be about 30 *s.*

226. Is that remedy resorted to in the case of bills of exchange?—Never, unless the six months have expired, or the bill has been signed by a + mark, or there be some such defect.

227. How do you account for that?—In the first place it is nearly double the expense, and it would be regarded by the profession, and by the court, as an oppressive proceeding against the debtor, if, instead of taking this inexpensive and summary remedy, you took the more expensive one; and no respectable solicitor would or does resort to an action, when he can procure judgment so simply by registration.

228. Mr. *Keating.*] Do you mean it would be a more expensive process in Scotland to issue a writ rather than to obtain this order?—The obtaining this order would not be half the expense of obtaining a judgment in an action. The proceeding is this: you have to frame a summons something analogous to a declaration in England.

229. This procedure by summary diligence is by statute?—Yes.

230. Does that statute prescribe the amount of the costs?—It does not.

231. That statute not prescribing the amount of the costs, suppose you, as a solicitor, receive a bill of exchange from your client to proceed on, if you proceed according to the general law you issue some sort of process, and if the party does not appear to that process you have judgment?—Yes.

232. If, on the contrary, you proceed by summary diligence, you go through the proceedings you have mentioned; how is it that the attorney charges so much more in one case than in the other for doing less?—I can specify the items of the solicitor's charge in the course you are now referring to.

233. *Chairman.*] Will you have the goodness to furnish the Committee, on the next day it meets, with a copy of those charges?—Yes.

234. Mr. *Solicitor-General for Ireland.*] You have stated that the practice upon a bill of suspension is, that if the Lord Ordinary thinks fit, he calls upon the holder of the bill to answer the suspension?—Yes.

235. Supposing the holder answers it, are the parties heard by counsel as to whether he shall sist execution or not?—They cannot be heard by counsel unless they make a special application to the Lord Ordinary, and satisfy him that it is such a case as that counsel ought to be heard in.

236. Supposing counsel are heard, what would be the expense of the application to sist execution in such a case?—I should add 10 guineas as the expense of counsel.

237. That would be in order to ascertain whether the Lord Ordinary ought to sist execution to enable the parties to try the cause?—Yes, it would be so if the Lord Ordinary allowed it.

238. *Chairman.*] How many cases have you known in practice of counsel going before the Lord Ordinary on such occasions?—I almost never knew a case of counsel going before the Lord Ordinary, nor were we solicitors ever allowed to go ourselves. The Lord Ordinary judges of the case himself in chambers.

239. Mr. *Keating.*] Can you give the Committee any idea of the number of bills of exchange which are protested in Edinburgh in the course of the year?—I cannot. I could give you an idea of the number of bills I noted for the Clydesdale Bank.

240. Is the Clydesdale Bank in Edinburgh?—Yes.

241. The object of your Bill, as I understand it, is to prevent fictitious defences to actions upon bills of exchange; have you made yourself acquainted with the number of actions brought upon bills of exchange in England?—No.

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242. With respect to the list of fees which you have given us; I see the only solicitor's charge here is 6 *s.* 8 *d.* ?—Yes, in obtaining the judgment.

243. Must not that vary; suppose you receive instructions from the country with a bill, and you have some correspondence with your client, that would be an extra charge, would not it?—No, not against the debtor; the solicitor is not allowed to charge a letter returning an order upon a bill of exchange; he is only entitled to charge 6 *s.* 8 *d.*

244. If this bill were to pass, it would be necessary to have a registry and a registrar?—Yes.

245. The bill also contemplates deputies?—Yes.

246. How would they become necessary?—In this way; in Scotland the registrar himself performs the duty in person; he has an establishment of clerks; in case of his illness or absence at the moment, he always has one of them as a deputy, but that deputy has no salary; it is only that one of the clerks signs in his absence. Every order must be signed by the registrar, but if he were ill, or any accident occurred, and he could not sign it himself, it would be inconvenient not to have some one to sign for him, and there is usually a deputy not only in the General Registry House in Edinburgh, but in every county clerk's office. Every county clerk has a deputy, one of his own clerks whom he appoints for that purpose.

247 To carry out the Scotch plan in England, would local registries be necessary?—Not at all. We had it 140 years in Edinburgh before we extended it to the country, in its present perfect state, which gives judgment both against the goods and person of the debtor.

248. Fifteen years ago you extended it to all the counties?—Yes.

249. *Chairman.*] You have not by your Bill given to England the same benefit that Scotland possesses; you propose only to give a register in London?—By the Bill as it at present stands, that is so.

250. The deputy registrars mentioned in your Bill are the clerks of the registrar in London, who may take his place when he is away?—Yes.

251. Mr. *Keating.*] All bills of exchange becoming due and payable elsewhere than in London, must be sent up to an agent in London to note protest and register?—The bill must be noted where it is payable.

252. If noted and protested in the country to be registered, it must be sent up to London?—Under that Bill it must.

253. Mr. *Gurney.*] Can you state how the Edinburgh and county registrars are supported?—In Edinburgh the registrar is paid by fees, and he keeps up the establishment from the fees; he has no allowance from the Government. In the counties they have the right to be put on salaries. A number of them have availed themselves of that right, and their office is supported by that salary; others have not yet availed themselves of that right, and they are paid by fees.

254. *Chairman.*] Are those salaries defrayed out of the fees?—The whole of the fees are paid into the Consolidated Fund, and the salary of the sheriff's clerk is fixed by the Lords of the Treasury, having regard to the amount of those fees, and the business done in the county.

255. Mr. *Gurney.*] In the counties the sheriff's clerk receives a salary for doing different descriptions of work, of which this is part?—Yes,

256. *Chairman.*] With regard to the deputy registrars provided for in this Bill, what necessity is there for a deputy registrar?—The only necessity is, that in the event of the principal registrar being taken ill or being out of the way at the moment, he should have the power to allow a clerk to act as his deputy in signing the order, and it is provided that the deputy shall be approved of by the court.

257. Mr. *Atherton.*] Was not what you call summary diligence on foreign bills of exchange first introduced into Scotland by an Act of the Scottish Parliament in the year 1681?—It was.

258. That was confined to foreign bills?—Yes.

259. Was the same proceeding afterwards extended by an Act of 1696 to inland bills?—It was.

260. Under those Acts was the remedy by summary diligence against all parties to a bill, or against the acceptor only?—Originally against the acceptor only.

261. Was the same remedy of summary diligence extended to drawers and endorsers

endorsers by the Act of the Imperial Parliament, 12 Geo. 3, c. 72?—Yes, experience had shown the value of it.

262. By the 12 Geo. 3, c. 72, was summary diligence extended to promissory notes as well as to bills of exchange, but for a limited period?—For seven years.

263. By statute of the 23d of George the 3d, c. 18, was the law which had been enacted for seven years made perpetual?—Yes.

264. Upon a recital in the Act of the good working of the system?—Yes.

265. I understand you, that by the practice in Scotland, and by the terms of the third section of this Bill, any bill or note must be noted on the day of maturity, that is, the third day of grace, in order that proceedings may be taken under summary diligence or under this Act; can you resort to summary diligence in Scotland against any party to the bill, unless that bill has been noted on the day of its maturity?—Yes, you may note the bill against the acceptor, to entitle you to summary diligence at any time within six months.

266. By the law of Scotland you may note within six months against the acceptor; but to proceed against the drawer or the endorsers, the bill must be noted on the day of maturity?—Yes.

267. *Chairman.*] With respect to every bill where a notary is employed, it is noted on the day it becomes due, is not it?—Yes, in practice.

268. Mr. *Atherton.*] You have stated to the Committee the expense of proceeding by summary diligence; are you prepared to state the expense up to and inclusive of the noting; that is, the expense which must be necessarily incurred, but stopping short of the expenses which may or may not be incurred, the protest and registration?—Yes.

269. Take the case of a bill of 50*l.* and a bill of 500*l.*?—Upon a bill of 50*l.* it is 1*s.* 6*d.*

270. That is the expense up to and inclusive of the noting?—It is only the noting; that is the only expense.

271. Is it the same upon a bill of any amount; what is it upon a bill of 500*l.*?—The expense of noting a bill of 500*l.* is 2*s.* 6*d.*

272. Does the expense stop at 2*s.* 6*d.*, whatever may be the amount of the bill?—Yes.

273. Does the notary public take the bill to the place of residence of the acceptor, present it for payment, and note it for 1*s.* 6*d.*?—I speak only of bills in Edinburgh.

274. Mr. *Atherton.*] Is it considered in Scotland that the employment of a notary gives a practical guarantee that an opportunity has been afforded to the person primarily liable, to pay the bill, before either he or anybody else upon the bill is proceeded against?—Certainly.

275. Is that your opinion?—Yes.

276. Is it upon that ground that you justify or recommend the resort to noting and to a notary?—That is one of the grounds; another ground is, that a notary will not protest a bill which does not upon the face of it appear to be a right and proper bill, which is not correct *in substantialibus.*

277. Do you look upon it as a practical guarantee, first, that there has been an opportunity of payment by the person primarily liable; and next, that the bill proposed to be put in suit by summary diligence is, *in substantialibus*, a correct bill?—Yes.

278. Mr. *Attorney-General.*] Is it a fact that in all cases in Scotland in which litigation becomes necessary to enforce payment of a bill of exchange this mode of process is resorted to; are suits or actions never instituted in any other form?—Never. Almost never, except as I have before explained, where there is some defect in the bill.

279. Mr. *Atherton.*] With respect to registration against the endorser, as I understand, if you register at all you register a copy of the bill itself?—Yes.

280. Which therefore has, unless it be altered, the name of every endorser?—Yes.

281. Does it sometimes happen that you resort to summary diligence by registering the bill, where notice has not been given to some particular endorser or endorsers; have you known that to occur in practice?—Seldom, if ever.

282. The registrar gets a copy of the bill?—Yes.

283. Therefore he gets the names of the endorsers?—Yes.

284. I will suppose there are three endorsers, two of whom you have been unable to find, but you wish to proceed at once against the acceptor and the one

endorser whom you have been able to find; how would you deal with the bill, containing, as it would, the names of two endorsers who you knew had had no notice; would you strike them out, so that they would not be copied upon the protest, or would you let it go in with their names?—The practice is to preserve the bill as it stands, and write immediately below the protest, "Diligence is not asked against A. B, and C. D." It would be perfectly competent, however, to score their names out.

285. Mr. *Attorney-General.*] After that note has been written at the foot incompetently that way, are you at liberty afterwards to cancel that note, to change your mind, and to proceed against them?—If they have received due notice you may, I think, obtain a new protest and fresh registration, and so proceed; but this is unusual in practice.

286. Mr. *Atherton.*] It is not possible to proceed against an endorser who has not had due notice?—You may proceed, but not successfully, if he plead want of notice.

287. Have you known, in practice, the course pursued that you have described, that is to say, a memorandum, or minute, made upon the face of the register in reference to particular endorsers?—I have frequently done it myself.

288. Was that because they had not had notice, or for some other reason?—Usually because they had not had notice. Occasionally the holders wished that explanation to be given for their own sakes.

289. Is it the practice to register the names of the endorsers without the minute which you mention, unless they have, in point of fact, had due notice?—No, the solicitor either does that or scores out the names; it was not my practice to score out the names.

290. Have you known the names scored out by other practitioners?—Yes.

291. That is, the name upon the back of the bill of a particular endorser has been drawn through with the pen?—Yes; I have done it myself.

292. When that is the case, would the register show the names so taken out?—No.

293. Mr. *Kirk.*] Then the register would only show the names of those endorsers who had had notice?—Yes.

294. Mr. *Atherton.*] You have told us that in practice it is the usual course, after the noting and before protest or registration, to apply to the person primarily liable, before you register or protest the bill even against the acceptor?—Yes.

295. And to protest and register only upon his default upon that application?—Yes.

296. Is the course of proceeding the same as regards the endorser; before you register against the endorser, do you apply to him in the way in which you have stated to the Committee you applied to the acceptor?—Always in practice.

297. Is the practice the same, of holding your hand and not protesting or registering till notice and opportunity of payment is given, as between the holder and the endorser, and as between the holder and the acceptor?—Yes; the practice is, that a protest is seldom registered against an endorser within less than a month; I am now speaking of the average.

298. Have you known in practice the case happen, that an endorser, against whom protest and registration are made, in point of fact, has not had notice?—I do not remember such a case.

299. Supposing such a thing were to occur, and upon the protest and registration against the endorser without notice, an order for payment should issue, comprising his name, and it should be served on him, and he within the time should come and make a statement that he had not had notice, would that be a reason, if he satisfied the Judge that he had grounds for putting it forward, for staying the proceeding?—Certainly.

300. In the event of the holder of the bill not contesting, he would be visited with the costs up to that stage of the proceedings, and the proceedings stayed?—Yes.

301. In the event of there being in the mind of the Judge a fair ground for contest between the holder and the endorser as to the fact of notice and its sufficiency, would that be a case for the court, or for a jury, according to the nature of the case?—Yes.

302. The matter to be tried, the proceedings in the meantime being stayed?—Yes.

303. By

303. By the practice in Scotland, is there any temptation to a person, who knows he has given no notice, wantonly to register against an endorser?—On the contrary, he is sure to be punished with the expenses.

304. I understood you to say just now, in answer to a question, that the bill might be registered as against the endorser, on the day after maturity?—Yes.

305. How do you reconcile that answer with the necessity of notice to the endorser?—There is nothing in the course of practice in Scotland to prevent it; I never in my experience saw it done, but if any of those parties had not received notice, a man recording a protest would instantly have a suspension against him, and be fixed with the costs, and I humbly think he would be liable in damages.

306. Does it amount to more than this; if I think proper to take a bill to the registrar in Scotland on the day after it is due, and request him to register and protest the bill against all the parties, it is not competent to him to refuse to do so?—It is not competent to him to refuse to do so.

307. He registers the protest at my risk?—Yes; you are entitled to do the same thing in the case of an action; you may bring an action the next day against each of those parties, both in England and Scotland, but I should say this is of rare occurrence in practice.

308. Mr. *Keating*.] Supposing I am the holder of a bill which has become due, and there are five endorsers, cannot I send off notice by post to the five endorsers, and, an hour afterwards, protest and register?—Not an hour afterwards; you must stop till the next day.

309. The next day I may protest and register?—Yes.

310. Mr. *Atherton*.] Are the Committee to understand that in the case of a party to a bill who has been made to pay, neither the Judge nor the court thinking that he brings forward a fair ground for suspension, if he thinks he has merits, and ought not to have been made to pay, by the law of Scotland he may raise an action to make the holder reimburse him?—Yes; he can raise an action of reduction to set aside the judgment.

311. Whatever may be the ground which the party to the bill wished at first to set up?—Yes.

312. He may raise that afterwards, in a separate action?—Yes; by an action of reduction.

313. Probably you know sufficient of the law of England to know that you cannot in England, in a second action, raise the question of whether you ought to have been compelled to submit to a judgment in a former action?—I do.

314. In your opinion, would there be any objection to introduce into the Bill which has come from the House of Lords a provision, such as the Attorney-General adverted to, namely, giving to a party to a bill who is ready to deposit in court the amount of the bill, and a sufficient sum to meet all the interest and costs which can possibly arise, the right of insisting upon having the question between himself and the other person tried?—I think it would be highly proper.

315. Considering that in England we have not the means of overhauling in a second action a judgment which was the result of a former one, would not it tend to equalise the law in the two countries, that some such provision should be resorted to?—Yes.

316. Are you aware that in England the great majority of bills, especially trade bills, find their way to London for payment at maturity?—Yes, I understand so.

317. In your opinion, in proportion as that is the course of business with respect to bills at maturity, is the necessity for a provincial registration diminished?—Certainly.

318. You said that in the first instance it had been contemplated to make use of the County Courts with a view to registration?—Yes.

319. Are you aware of any reason which led those who looked to this Bill to abandon that project?—Yes.

320. What was the reason?—The grounds on which those clauses were rejected were these: that County Court Judges are not resident; many of them reside at a distance. A man might be put in prison, and there might be no Judge to release him; and he might wish to have a stay of execution upon the most proper ground, and the clerk might have no official knowledge when the Judge would be there, except that he would hold a court upon a certain day; and great

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hardship might arise from giving that jurisdiction to the County Courts at present. Another reason was, that it would be necessary, they thought, to have a separate Bill for the County Courts.

321. Can you tell the Committee whether the parties who act as registrars in Scotland, out of the metropolis, are persons permanently resident in the places in which they so act?—They are.

322. They are not ambulatory, like our County Court Judges?—The registrars are permanently resident, and the Judge is permanently resident.

323. *Chairman.*] Are you of opinion that if the County Court Judges were fixed in their localities it would be a great advantage to the people of England to have a court of that kind, in which they could register without being obliged to send to London?—Certainly.

324. Mr. *Atherton.*] You have been asked with respect to attendance before the Lord Ordinary in Scotland. Are you aware that according to the scheme of the other Bill, which I will call Mr. Keating's Bill, the proceedings before the Judge, after the party is summoned, are practically the same as they are under this Bill?—I understand it to be so.

325. Therefore, the expenses of attending before the Judge, whatever they may be, would be equal in the one case and the other?—Yes.

326. Am I to understand you to say that, though in your practice you were accustomed to write the minute you mention, it is sometimes the practice in Scotland to strike out the name?—Yes.

327. And then it is not copied at all?—It is not copied at all; that is where the man has had no notice, and his name is therefore struck out.

328. In Scotland, is there any table of fees printed upon this process of summary diligence under the authority of the Court?—Yes.

329. Could you furnish to the Committee any table of fees which may be in existence?—Yes; I will bring it at the next meeting of the Committee.

330. Mr. *Gurney.*] As regards a bill which is refused acceptance, what steps are you able to take upon that bill between the time of its being refused acceptance, and the time of its being due?—None, except protesting for non-acceptance.

331. Mr. *Atherton.*] You may proceed against the drawer on non-acceptance, may you not?—Not till it becomes due. If you send a bill for non-acceptance and protest it for non-acceptance, you must wait till the bill is due, and then protest it for non-payment.

332. Alluding to the practical guarantee for the correctness of the bill and the proceedings upon it which the interference of the notary gives, do you see any objection to there being merely a memorandum of the noting, which should have the full signature of the notary, as subject matter for registration, and so do you see the means by which you could dispense with the cost of the protest?—If the substantial part of the protest could be written on the back of the bill, and signed by the notary in full, I do not see why it should not be done.

333. You say that the protest is a guarantee, by the certificate of a responsible person, of two things; first, that the bill is a good bill *in substantialibus*; secondly, that the person primarily liable has had an opportunity of paying?—Yes.

334. Might not that guarantee be obtained by a memorandum of the notary on the bill, without the necessity of a formal protest as a distinct instrument?—I have been so accustomed to look to the protest, to the solemnity, and even to the formality of the Act, as a protection and a guarantee that the thing has been regularly done, that I should be afraid to recommend dispensing with it.

335. You have described to the Committee the manner in which a person protesting and registering without notice to the indorsers is punished?—Yes.

336. In practice, have you known it often to occur, or seldom, or never?—Hardly ever; it never occurred in my practice.

337. Mr. *Gurney.*] Did you ever know an instance in which notice was omitted to be given to one indorser, except by oversight?—No.

338. Mr. *Muntz.*] You are quite aware of the present system of noting bills of exchange and promissory notes in England, are you not?—Yes.

339. Did you ever hear that any difficulty arose from it; did you ever know of a case in which a legal difficulty arose, because the form of protest you employ in Scotland is not adopted in England?—An action is a proceeding so totally different in principle from the proceeding of summary diligence in Scotland, that I am not able to answer the question.

340. You

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340. You told the Committee that a protest in Scotland contains a copy of the bill, and the names of all the indorsers; is that protest a public document at the command of anybody who likes to look at it?—Not before it goes to registration; when it goes to registration it is a judgment of the court, and any person who chooses to pay a shilling is entitled to see it.

341. In whose hands is it before it goes to registration?—It is in the hands of the holder before it goes to registration.

342. Supposing any other party claimed a sight of the protest, knowing that his name was upon it, could he see it?—Yes.

343. Then he could see what other name was upon it?—Certainly.

344. Mr. *Walpole.*] What did you mean when you said that before he could see a copy of the bill so registered, he must show an interest in it?—It was once supposed to be a rule of law in Scotland that you are not entitled to inspect documents, unless you show some interest; but in practice, any person who chooses to go to the public records, and pay a small fee, is entitled to examine them.

345. As a matter of practice, any man, on paying 1*s.*, might see a registered bill?—Certainly.

346. With all the names upon it?—Yes.

347. Mr. *Atherton.*] Do you know whether in England, at present, it is not the practice very generally to note inland bills, though it is unnecessary?—I believe it is a very general practice, though unnecessary.

348. Although the expense of noting is not allowed in recovering upon the bill?—Yes.

Martis, 1° *die Maii*, 1855.

MEMBERS PRESENT.

Sir Erskine Perry.	Mr. Lowe.
Mr. Keating.	Mr. Atherton.
Mr. Gurney.	Mr. Walpole.
The Lord Advocate.	Mr. Attorney-General.
Mr. Glyn.	Mr. Kirk.
Mr. Muntz.	Mr. Henley.

SIR ERSKINE PERRY, IN THE CHAIR.

John Gilmour, Esq., called in; and further Examined.

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349. Mr. *Atherton.*] HAVE you made out a written statement of the costs of judgment on summary diligence, of the costs of a judgment upon an ordinary process in Scotland in the Sheriff's Court, and a statement of the costs of a judgment in the Superior Courts?—Yes.

350. Each being a judgment by default?—Yes.

351. Will you state what are the costs of a judgment by default by summary diligence?—The expense of obtaining a judgment by summary diligence on a bill of exchange for 60 *l.* is as follows: protest and stamp, 6 *s.*; paid recording protest, 7 *s.*; solicitor's fees, 6 *s.* 8 *d.*; total, 19 *s.* 8 *d.*

352. Mr. *Keating.*] Will not the amount which the solicitor or writer to the signet is to receive depend upon the amount of correspondence which takes place, or other circumstances?—Those are altogether extrinsic of the expense of obtaining a judgment.

353. Mr. *Glyn.*] Supposing he has to give notice to six indorsers by letter?—It is not usual to employ a solicitor to do that.

354. Mr. *Atherton.*] All those charges, up to and inclusive of the judgment, are charges which the party obtaining it is authorised by law to recover from the person against whom the judgment goes?—Yes.

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355. Mr. *Walpole.*] Is that the ordinary expense where the validity of the bill is not disputed?—Yes, it is the ordinary expense, and all the ordinary expense.

356. *Chairman.*] The Committee understand you to say that the practice is, in Scotland, for the party himself to give notice to the indorsers, and not for the solicitor to do so?—Yes, that is the practice. The next paper I have is the expense of obtaining a judgment by default in an ordinary action in a Sheriff's Court in Scotland, on a debt of 60*l.* Drawing summons, 14*s.*; fair copy, 3*s.*; copy for service to the will, 2*s.*; sheriff clerk's fee for signet, 2*s.* 6*d.*; solicitor's fee, presenting the summons for signature, instructing the officer, and revising execution, 3*s.* 6*d.*; paid officer serving summons, 2*s.* 6*d.*; solicitor's fee, bringing the action into court, attendance at calling, and obtaining judgment by default, 7*s.*; sheriff clerk's fee, 6*d.*; sheriff clerk's fee, extracting decree and recording same, 7*s.*; solicitor's fee, obtaining extract decree, 3*s.* 6*d.*; total, 2*l.* 5*s.* 6*d.*

357. Mr. *Atherton.*] Are those the costs of a judgment by default which the plaintiff in an action upon such a judgment is entitled to charge as against the defendant?—Yes.

358. And those are all he is entitled to charge against the defendant?—The whole.

359. There may be, of course, other charges between attorney and client?—Yes; the creditor is not entitled to charge any more.

360. Those are all the fixed fees, which a creditor obtaining judgment by default is entitled to charge against a debtor?—Yes. I will now give the expense of obtaining judgment on a debt for 60*l.* in an action in the Court of Session. Drawing summons, 14*s.*; fair copy, 3*s.*; paid signet, 2*s.* 6*d.*; copy of summons for service, 2*s.*; instructing messenger to serve, 3*s.* 4*d.*; paid him for service, 3*s.* 6*d.*; paid fee fund of summons, 10*s.*; fee, preparing interlocutor sheet and inventory, 3*s.* 6*d.*; entering appearance, 13*s.* 4*d.*; fee, enrolling to crave decree, 3*s.* 4*d.*; instructing counsel to crave decree, 6*s.* 8*d.*; paid his fee and clerk, 1*l.* 8*s.* 6*d.*; paid for extract decree, 12*s.* 6*d.*; fee, obtaining extract, 3*s.* 4*d.*: total, 5*l.* 9*s.* 6*d.*

361. Are those all the fixed fees which a creditor after obtaining judgment by default in the Court of Session is entitled to charge against the debtor?—Yes.

362. He is not entitled to charge any more against the debtor?—He is not.

363. Mr. *Muntz.*] Do the same charges apply to a bill for 6*l.* as to a bill for 60*l.*?—No; upon a bill for 6*l.* you would only be entitled to 3*s.* 1*d.* for the whole; that is under the Small Debts Act.

364. *Chairman.*] If execution is as speedy under one form as under the other, how do you account for it, the solicitors being so much better paid under the regular system than under the system of summary diligence, and having the power of directing their clients as to the form of procedure, that they do not carry their process to the Sheriff's Court, instead of proceeding by summary diligence?—If they did so, it would be regarded as an act of oppression towards the debtor; it would be discreditable to the solicitor; and I think if the matter were brought under the notice of the court, it might draw down the censure of the court upon the solicitor.

365. It may be, possibly, that the Scotch, being a very intelligent people, do not allow their solicitors to do as they please in such matters?—There is hardly a Scotch merchant who would not be very much surprised if his solicitor brought an action in the Court of Session or the Sheriffs' Court upon a bill of exchange.

366. Mr. *Keating.*] Have you a bill of costs on summary diligence actually furnished to a client?—Those costs which I gave at the last meeting of the Committee were taken from my own ledger.

367. You were a writer to the signet yourself, were you?—I was a solicitor.

368. Mr. *Atherton.*] You have been asked by the Chairman how it happens that the proceeding by summary diligence is preferred which allows so much less profit to the solicitor; according to your experience, is it a matter of notoriety in commercial circles in Scotland that summary diligence exists as a remedy?—Certainly.

369. So that if the other remedy were resorted to, being more expensive, the client would remonstrate?—He would.

370. Mr. *Muntz.*] You stated that the expenses were different in the case of a 6*l.* bill and a bill for 60*l.*; take the case of a 10*l.* bill, what would the expense be?—

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be?—Since the Lord Advocate's Sheriffs Court Bill has passed, the expense, as regards all sums under 12 *l.*, is the same. I will take the case of a 12 *l.* bill. There is a small debt jurisdiction now to the extent of 12 *l.* In the case of all sums sued for under that amount, the whole of the expenses allowed against the debtor in an ordinary case are 3 *s.* 1 *d.* Certainly they are less than 5 *s.* In the case of a 15 *l.* bill, for instance, the ordinary course of proceeding to which I referred when I gave the costs of obtaining a judgment by default in the Sheriff's Court would come into operation.

371. Mr. *Walpole.*] Is the cost the same where the debt is 15 *l.*, as where it is 60 *l.*?—No; there is a graduated scale; it is a trifle less; 1 *s.* a sheet, or something of that sort, under 25 *l.*

372. The bill which you showed the Committee the other day was a bill for 10 *l.* or 11 *l.*, was not it?—£. 11. 17 *s.* 6 *d.*

373. Since the alteration in the law extending the jurisdiction of the Sheriff's Court to 12 *l.*, do people proceed under summary diligence in the case of bills of exchange, where they are under that amount, or do they go into the Sheriff's Court?—I am not aware of that, the Bill having passed since I gave up practice.

The Right Honourable *James Moncreiff*, Lord Advocate of Scotland (a Member of the Committee); Examined.

The *Lord Advocate*, M. P.

374. Mr. *Atherton.*] THE Committee understand that it is optional, by the law of Scotland, with the holder of a bill of exchange, to resort to the statutory remedy of summary diligence, or to adopt an ordinary proceeding in the courts?—It is.

375. In practice, is the option used at all in favour of the ordinary proceeding, or do people select exclusively summary diligence?—I should say when a debt becomes due upon a bill, and it is plain the debtor will not or cannot pay, the almost universal practice is to resort to summary diligence, unless the sum be so small as to bring it within the small debts jurisdiction, or make it desirable that that jurisdiction should be resorted to.

376. In what class of cases, in your experience, has the option been used to proceed by the ordinary process in preference to summary diligence?—I do not remember a single instance in the Court of Session of an ordinary action being raised in that court on a bill of exchange in preference to summary diligence, where that was competent.

377. In your opinion, does the process of summary diligence at all check the circulation or existence of bills of exchange and promissory notes, so far as they are required for the purposes of commerce?—I should say the effect was directly the reverse. The fact of the creditor knowing he has an immediate remedy upon a bill of exchange, makes it a much more reliable and secure mode of transacting mercantile business than it would otherwise be.

378. In point of fact, I believe bills of exchange are very largely used in the various business transactions in Scotland, even to small amounts?—I should say almost all the transactions of small traders are carried on by bills of exchange.

379. In your experience, have you known many instances of resistance to a judgment on summary diligence, on the ground that no previous notice had been given to an indorser or the drawer?—I have known questions of that kind arise frequently, especially in transactions between merchants of different countries.

380. Upon an allegation by an indorser or drawer that he has not had notice, it is competent to him, with the sanction of the Judge, to have the question tried, is not it?—It is perfectly so.

381. Have you known many cases occur where the question has been whether notice had been given in point of fact, or have there been questions upon the construction of an actual notice?—Both; many such questions have arisen; first, whether the notice was given; secondly, whether it was given in due time; and, thirdly, whether it was given in a sufficiently formal manner.

382. Have you known it occur frequently that the holder of a bill has protested and registered against the drawer or indorser without having done his best to give notice?—I cannot say that I can recall any case of that kind; the ordinary practice unquestionably is to give the notice; very frequently with loose practitioners that notice has not been given. I may say that it is a matter of course that in the ordinary course of proceeding the notice should be given.

383. And you do not find that holders of bills protest and register without giving notice in ordinary cases?—Certainly, it is an exceptional case.

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384. At the risk of the holder?—At the risk of the holder, and he would be liable to damages; because, the proceeding being summary, if he proceeds to do it in that way, he would become liable to damages.

385. Will you explain to the Committee what the nature of an action of reduction is?—An action of reduction is an action to set aside a deed, which, unless reduced, will bear faith. As regards a bill of exchange, I may say that fraud and forgery are the two ordinary grounds of reducing a bill of exchange; so that although in an ordinary case you cannot plead fraud or forgery in suspension of a charge upon summary procedure, you may, without stopping the summary procedure, and being obliged to pay under it, bring an action of reduction to set aside the bill, on the ground of forgery or fraud.

386. The Committee understand that a person who has been served with an order on summary diligence must go before a Judge or the Court, in order to be let in to defend?—Yes.

387. Supposing he should allege that the signature was a forgery, and the Judge or the Court thought that there was a reasonable ground for setting that up, would it be open to him as a defence in any way, under summary diligence?—It is impossible to say it would not, because the rule is by no means so stringent as not to admit in certain special cases an inquiry both into the authenticity of the signature, and also into the question of fraud, if the defender is able to raise a *primâ facie* case at once. I have known cases in which both forgery and fraud were tried under summary diligence; but in almost all instances where the matter is of any importance, the defendant brings an action of reduction, and the Court, out of favour, may, and often do, stay the summary proceeding until the action is tried.

388. Supposing the Court or the Judge do not think a fair *primâ facie* case of fraud has been made out, and therefore should refuse to let the party to the bill go into any defence on the summary diligence, and so he was compelled to submit and to pay, but he conceived he had a defence on the ground of fraud, would he be able to raise that in the form of action you mention, namely, an action of reduction?—He would.

389. Though he had already submitted to a judgment?—Although a judgment had gone against him.

390. Does that remedy by action of reduction apply universally, whatever may be the nature of the alleged defence on the part of the party to the bill?—There is no defence of that kind which may not be made the subject of an action of reduction; but there are defences which may be pleaded against a bill by way of exception, such as *ex facie* vitiations.

391. We understand that in connexion with summary diligence in Scotland, there is the noting, there is the protest, and there is the registration?—Yes.

392. In your opinion, are those various stages of proceeding essential to the working of the system of summary diligence?—It was intimated the other day, I think, that noting might be made of itself to serve the purposes of the protest without the extending of the regular instrument; in fact, I believe it is even in England considered to a certain extent an initial protest; and I think by making the notary sign his name in full, and perhaps giving a little more formality to the noting, the extending of the protest might be dispensed with; the registration, according to our form, could not be dispensed with.

393. As far as you can judge, is the process of summary diligence acceptable to the commercial classes in Scotland, and approved of by them?—I think the proceeding by summary diligence is unquestionably acceptable to them; I think the rule of evidence, by which you can only prove want of value by writing or by oath, is considered too stringent.

394. Mr. *Keating*.] You were understood at the last meeting of the Committee to say that the law of Scotland, with reference to giving notice of dishonour, was the same as to time as that of England?—As regards foreign bills, not as regards inland bills.

395. Speaking of inland bills, has not the holder in 14 days to give notice of the dishonour to every indorser?—He has.

396. The protest also in Scotland is the only legal evidence of the notice of dishonour, is not it?—The process is essential for summary diligence, but in a question with the indorser the notice is given quite separately; and, as regards the acceptor, it is a question whether the acceptor requires any notice whatever.

397. Supposing in any proceeding in Scotland it became important to prove

the fact of the dishonour of a bill of exchange, could that be proved otherwise than by the protest?—The fact of non-payment is certainly properly proved by the protest.

398. Is not that the only proof?—I think I could not enunciate that proposition in all its breadth. It is the only one which would be available to the holder for the purpose of summary diligence.

399. When Mr. Gilmour said there was only one case in a hundred in his practice in which he had extended the protest, would not it necessarily follow that in those cases he never had sued against the indorser of the bill?—If the holder omits to protest, unquestionably; but extending the protest at the time is by no means essential. The noting and the protesting of the bill are essential, but the protest may be extended at any time within six months, for the purpose even of summary diligence; and if they intend to proceed against the indorser they do extend it.

400. Is not it the law of Scotland that the protest must be made on the last of the three days of grace, in order to proceed against the indorser?—Yes.

401. *Chairman.*] I presume you mean by the protest, what we call in England the noting?—Yes; the extended instrument may be made out at any time within six months.

402. Mr. *Keating.*] Can the fact of dishonour in Scotland be proved by anything short of the production of the extended instrument under the notarial seal?—I apprehend not.

403. Mr. *Atherton.*] That is as against an indorser or the drawer?—Against an indorser or the drawer.

404. Mr. *Keating.*] Whether in summary diligence or otherwise, wherever the fact of the dishonour of a bill of exchange is to be proved, it must be by the notarial proceedings?—I presume what you mean is this, if a party holds a bill which is not paid, he presents it for payment and notes it, and the protest is not extended. If the parties go on beyond six months, you wish to know whether an ordinary action would lie upon that bill against an indorser.

405. Scarcely so; my question points to the protest as an instrument of evidence; the extended notarial protest is the legitimate and ordinary evidence of the fact of the dishonour of a bill of exchange, wherever the question arises, is it not?—I think you may assume that to be the law.

406. Mr. *Glyn.*] Then the difference between the practice in England and in Scotland is this, that in England the first act is the noting, and the copy taken in the notary's book of the instrument, upon which, at any time, the protest may be extended; but the first act in Scotland is the act of protest, but not the absolute taking out of the instrument itself?—I think the practice is precisely the same in the two countries. In both countries the holder presents the bill in the first instance for payment; if that is refused he puts the bill into the hands of a notary, who goes to the party with the bill, and demands payment within the three days of grace, and if payment is not made he notes it as dishonoured. The noting may be made into a regular protest at any time within six months, for the purpose of registration. I think the deduction which is apparently sought to be drawn would not apply in our law. If it be necessary to prove the fact of dishonour, no doubt the protest is a proper and legitimate proof of that; but the party holding the bill of exchange has a document upon which the presumption is against the debtor, and it would be necessary for him to prove payment against the holder of the bill. The holder of a bill of exchange in Scotland has an instrument which presumes that the debt in his favour is due to him, and it lies with the debtor on the bill, the acceptor, or the indorser, to prove payment.

407. Mr. *Gurney.*] Does an over-due bill equally presume liability upon the face of it against the indorser to the same extent as against the acceptor?—It does.

408. Mr. *Keating.*] I believe, in Scotland, a party taking an over-due bill does not take it with what we call the equities, as a party does in England?—Certainly not; that does not prevail in Scotland.

409. In England, if the defendant can show that the bill has been fraudulently obtained or stolen from him, the presumption of consideration in favour of a bill of exchange which usually prevails no longer prevails, and the *onus* of proving consideration is immediately shifted upon the holder; that is not so in Scotland, is it?—If the acceptor can prove that the bill was fraudulently obtained from him, that would be a good defence against any holder who comes against him.

410. Without notice?—Yes.

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411. Mr. *Glyn.*] Against a third holder who has given the full value, would that be so?—If it were a fraud; but the decisions are not uniform on the point.

412. If the bill is tainted with fraud, though it may be in the hands of a third holder, and may have been *bonâ fide* taken by him, does that vitiate his claim upon the bill?—I apprehend so.

413. Mr. *Gurney.*] In the same way that a fraudulent policy cannot be enforced by a third party, to whom it was assigned?—Yes.

414. Mr. *Keating.*] Supposing I deliver an acceptance to a party to get discounted, or make any other use of it for my benefit, and that party fraudulently endorses it away for his benefit, and I am defrauded of the bill, and it gets into the hands of a *bonâ fide* holder, by the law of England, when a defendant, being sued upon a bill, can show he has been defrauded, that casts even upon a *bonâ fide* holder the *onus* of showing that he gave consideration for the bill; is that so by the law of Scotland?—No, I should say not, if it were a *bonâ fide* signature. If the man really signed the bill, it would not signify anything, in the hands of a subsequent holder, that he had committed it to the trust of a party who had betrayed his trust.

415. In that respect the law of Scotland differs from the law of England, if the law of England be as I have stated it?—It does.

416. You have been good enough to state to the Committee that in commercial matters, as in others, the law prevails in Scotland, that there are many facts which you can only prove by writing, and not by word of mouth, such as the discharge of a prior party by the holder?—Yes.

417. Consideration can only be rebutted by writing?—It can only be proved or rebutted by writing.

418. I believe there are many cases in which writing is the only evidence in Scotland, where in England parole evidence may be taken?—Yes; it applies, among others, to all money obligations.

419. Inasmuch as the holder of a bill of exchange can only proceed against the drawer or indorser after protest, would not he in practice extend the protest at once?—I think you misapprehend me, if you think he cannot proceed against the indorser without extending the protest at the time; he cannot proceed by summary remedy; he can proceed by action; holding the bill, he requires no diligence whatever; he must prove that he gave the indorser notice; and the bill presumes it is unpaid so long as it is in the hands of the holder.

420. The necessity for prompt protest exists rather in the case of summary diligence, than in other actions?—I should say only in case of summary diligence.

421. Are the Committee to understand that even in an action, if you proceed against the indorser upon a bill, you must prove the notice of dishonour as against that indorser by means of the extended protest?—I have a little difficulty in replying to the question; my impression is that noting in that case would be sufficient; it is a very rare case indeed that you proceed by regular action; it is certain that you cannot proceed by summary diligence without extending the protest; but I am not prepared to say at this moment, that extending the protest would be essential to proceeding against an indorser in an ordinary action.

422. Mr. *Walpole.*] If the case be as you have just stated, namely, that it is very rare that you proceed by action upon a bill of exchange, and if Mr. Gilmour's evidence be correct, that, in 99 cases out of 100 the protest is not extended, I suppose the fair inference is, that, according to the practice in Scotland, bills of exchange are almost always paid by the acceptor, the drawer, or the indorser, before the proceeding is carried to registration?—In the great majority of cases, unquestionably, that is the case.

423. Then registration hardly ever occurs in Scotland, as compared with the number of cases in which it is not required?—I believe the proportion of cases is very large in which it is not resorted to; at the same time the amount of bills protested and registered is very large.

424. Mr. *Gurney.*] Would it be possible to procure returns of the actual number of bills registered in the course of the year?—No doubt of it.

425. *Chairman.*] It appears clear from your evidence that the Scotch rules of evidence are different from the English rules, in requiring much more formal proof in many matters; for instance, you require writing in many cases where we are satisfied with parole testimony. If this law were introduced into England the English rules of evidence would of course prevail, and if those rules were superior

superior to the Scotch rules, would not it be an advantage rather to introduce the English rules of evidence into Scotland, than to inquire what your rules may be as to proving certain facts?—I think that is very possible; my impression has always been, that the rule ought to be, that there should be a presumption of value in favour of the holder of a bill, but the defendant should be allowed to prove in any way he could that that presumption of value was unfounded in point of fact.

426. Our rule in England has been to arrive at the facts as best we can, whereas in the Scotch law you can only prove certain facts by certain means?—We have been relaxing our rules of evidence for many years; previously there appeared to be more fear of perjury on the part of the witnesses than desire to arrive at the truth.

427. If this Scotch system is established in England, would not it be an advantage to defendants having *boná fide* defences to be able to set up those defences by parole evidence in a manner not available in Scotland?—My opinion is clear to this extent, that the limitation to the writing or the oath of the holder is a great deal too stringent. Whether we are quite prepared to alter the general rule, that money obligations cannot be proved by parole evidence, is another question. I do not think the success of the system in Scotland at all depends upon the limitation of those rules of evidence, but quite the reverse. I think the transactions by bills would be greatly facilitated if those rules were altered.

428. Therefore the introduction of this summary principle into England, where our rules of evidence are much more large, would enable the defendant to set up his case in a more easy way than is open to him in Scotland?—It would lead to this, that just demands would be more easily given effect to, and true demands more easily proved.

429. It has been thought by some that giving the power of summary proceeding in this way would enable fraudulent parties to make an improper use of such a power, that by snapping a judgment of this kind they might proceed against innocent indorsers, and that the proceeding would be open to fraud; what is your experience in Scotland as to that use being made of the Act?—The ordinary way in which the Act is abused is by the holder of an accommodation bill proceeding against the acceptor, as if he were the original debtor. I have known many cases of parties who have had long transactions in the way of accommodation bills; in the end one of them gets into difficulties, and finds the apparent balance to be in his favour, and sues upon the accommodation bill as if it had been given for value. I think the relaxation of the rules of evidence would be the appropriate remedy for that.

430. Mr. *Lowe*.] In Scotland all inland bills are protested, and the protests are evidence?—Yes.

431. In England no inland bills are protested, and the protest is not evidence?—Just so.

432. Are you of opinion that the principle of this measure of summary diligence so necessarily involves protest, that we could not transfer it to England without also introducing protest?—The laws relating to foreign bills were introduced into Scotland as applicable to inland bills by statute; the truth is, the principle of foreign bills of exchange was not properly applicable to inland bills at all; but when applying to transactions within the country the principle of bills of exchange, it is better to apply the same rules to bills whether foreign or inland.

433. Even if we did not adopt summary diligence at all, you think we should do wisely to introduce protest into this country?—I think so.

434. Supposing the mercantile classes are opposed to protest in ordinary transactions, are you of opinion that we ought to introduce it in the case of these summary proceedings?—It is difficult for me to imagine a summary proceeding without a protest. I am only speaking of my habits of thought as a Scotch lawyer. I do not mean to say that a mode might not be devised by which summary diligence might be given without the formality of a protest.

435. *Chairman*.] As an Englishman, what I gather from your evidence is this, that the value and the necessity of a protest under the Scotch system is, that it enables and justifies the officer of the Court to issue execution upon it?—Just so.

436. Mr. *Muntz*.] Do you concur in the evidence of Mr. Gilmour, that in Scotland an act of bankruptcy over-rides a judgment obtained within 60 days?—Yes;

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—Yes; an act of bankruptcy is a thing we do not know in Scotland; but what is called notour or notorious bankruptcy vitiates all transactions, except ready-money transactions, within 60 days previous.

437. How do you propose, supposing this law were extended to England, to get rid of what must certainly happen; that is, that every man will allow his friends and relations to have a judgment instead of his other creditors?—The attempt is constantly made in Scotland, and it is as constantly defeated.

438. Mr. *Gurney.*] Can the machinery of the Scotch law for procuring summary diligence in those cases which have been spoken of by any means be made available for the recovery of amounts due upon promissory-notes payable upon demand?—Yes; I fancy the promissory-notes payable on demand stand exactly upon the same footing as bills payable on demand; they are protested in the same way.

439. That is to say, they would be treated as being due on the day upon which the demand might happen to be made?—The day of presentment.

440. And being so treated, they would come into the same category as bills payable so long after date?—They are in the same category.

441. Is the effect of that at all apparent in inducing creditors to put their loans in the form of promissory-notes or bills, rather than allowing them to stand as an open account?—It is not the most usual form, though certainly common enough. As compared with other kinds of security, it is not a very usual form.

442. Mr. *Glyn.*] The general form in Scotland is by open credit, is it not?—The ordinary form of an investment, if it be only for investment, is either upon heritable security or personal bond.

443. In the shape of advances, what is the case?—With bankers, cash credit is almost universally used.

444. Mr. *Gurney.*] That is usually in the form of a joint and several promissory-note?—A joint and several bond.

445. As regards this remedy of summary diligence, is not a joint and several note-of-hand a better instrument to hold than a joint and several bond?—No; bankers prefer a bond; it is a security for future advances, and therefore not liable to any exception upon the ground of value, which would be pleadable against a promissory-note for which no value was given at its date; it is a continuing security, in fact.

446. Mr. *Kirk.*] I apprehend a somewhat different mode of acceptance of bills obtains in Scotland to that which obtains in this country. Suppose a person in Ireland consigns to a Glasgow merchant a cargo of oats or any other produce, and he goes into an Irish bank and draws a bill against that person, and that bill is presented for acceptance before the Glasgow merchant has actually received the produce into his possession; what would be the form of the proceeding by the holder in such a case?—The holder would present the bill for acceptance, and if it were not accepted he would protest or note it for non acceptance.

447. For what reason would he protest it for non-acceptance?—Because it was not accepted on the day on which it was due.

448. Does not that protest for non-acceptance give to the holder of the bill peculiar rights?—The protest for non-acceptance is not available at all against the acceptor, except simply as showing that the bill was not accepted; he must show there were effects in the acceptor's hands before he can make available any claim against him.

449. Supposing the same party who had consigned the grain gives another bill to another banker, and that comes in for acceptance the day after, has the holder of the first bill any priority of right or claim in consequence of his having had priority of presentation?—Certainly not against the acceptor; the acceptor in a question with the drawer is not bound to accept till the value has come to his hands, unless there is a separate contract to the contrary.

450. In the interim, by the time those two bills arrive at maturity, if there were not sufficient funds to pay both, would they be paid *pro ratâ* share and share alike, or would the first bill protested for non-acceptance be paid in preference to the second?—It appears to me that between the drawer and the acceptor there was no debt except on the footing of the accepted bill; whether a non-accepted bill would stand as a good assignment of that portion of the value which ultimately came to hand, is a different matter; possibly it would, but the accepted bill would have the priority.

451. You think the first bill has the right to be paid in full?—I should say if the

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the value came to the acceptor's hands at the time the bill was presented for acceptance, as between the drawer and the acceptor, the first holder has no claim at all. It is a totally different matter what is to take place upon the bankruptcy of the drawer.

452. I am not supposing that the drawee has any claim whatever upon the goods; I am only supposing that the drawer has drawn a bill upon him, and that he has not funds to meet it, or property in hand?—I do not quite understand whether the question relates to the bankruptcy of the drawer or the bankruptcy of the acceptor.

453. The bankruptcy of neither?—If there is no bankruptcy, and both the holders can be paid, the question would not arise.

454. I am supposing there is not enough for both?—If the drawer is solvent, he having endorsed the bill for the amount, first to one bank and then to the other, he is bound to pay them both.

455. My question applies to the peculiar form of the Scotch law, which, I believe, obtains, that whether a bill is accepted or whether it is not, when it arrives at maturity, if there are funds in the hands of the drawee, the property of the drawer, it is liable to be paid in the order of its presentation, and if the drawee pays the bill produced in the second instance prior to paying the first, he would be accountable to the holder for the amount of the first?—I have great doubts of that, if the value came to his hands after the presentation of the first bill; but you ask my opinion on a case plainly involved in, and depending on, its own special circumstances.

456. Is not it your opinion that the extension of the protest, where a bill has been noted for non-payment, is a more simple, easy, and cheaper form of proof than any other we could devise?—I think so, certainly. I may so far add to what I have said before about extending the protest, that though you can only register the protest after six months, you may extend the instrument itself at any time upon evidence such as the noting.

457. *Chairman.*] Even if it is not a more cheap and simple form, it might be expedient to give the public the benefit of choosing between one and the other, to enable them to prove either in the common form as is now practised in England, or in the Scotch form in addition to the English proof?—Yes.

Park Nelson, Esq., called in; and Examined.

P. Nelson, Esq.

458. Mr. *Atherton.*] YOU are a solicitor, in practice in London, are you not?—I am.

459. And have had a good deal of experience with respect to the noting of dishonoured inland bills of exchange?—Not much; I am acting for the Society of London Notaries; I am solicitor to that society.

460. Does your experience, in that character or otherwise, enable you to give the Committee any information with respect to the practice in London of noting inland bills upon their dishonour?—Only from information derived from notaries.

461. From the best sources of information open to you, will you inform the Committee what you suppose to be the practice as to noting inland bills of exchange, on dishonour, in London?—It is the general practice to note them. I believe the practice of bankers is, unless instructions are given to the contrary, that all bills go to the notary.

462. *Chairman.*] The bill trade of England centres principally in London, does not it?—Yes.

463. Mr. *Attorney-General.*] What is supposed to be the immediate object of having bills noted?—Facility of proof.

464. Do you mean in courts of justice?—Yes.

465. *Chairman.*] By the English law the fact of non-payment can only be proved by parole testimony?—By parole testimony.

466. In practice the notary's clerk is called, who produces the little ticket of noting, which refreshes his memory?—They have other means of refreshing their memory than that; every bill, when it goes to a notary, is entered in his books, with the answer he gets on the presentation of the bill, and that entry having been made, the bill is returned with this ticket upon it, on which is the answer to the notary's demand. By a private mark on the bill, the notary can refer to his book, and say to whom and when it was presented, and what passed upon the presentation.

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467. That is found so convenient by the bankers in London that they resort to it, really universally?—Yes.

468. Mr. *Atherton.*] In your practice I dare say you have known the presentment of a bill for payment, at maturity, frequently proved by the banker's clerk?—I have.

469. Mr. *Glyn.*] If you, when bringing an action upon a bill of exchange, had to prove the fact of presentation, whom would you call for the purpose of proving it?—The notary's clerk; but that very rarely comes in issue now.

470. Mr. *Atherton.*] Is the practice with respect to inland bills of exchange being noted, for the notary to put a ticket upon the bill?—Yes.

471. What is that?—It is a ticket marking his fee, and the answer he receives on presentation.

472. That is written in the notary's office?—Yes; the bill is returned to the banker's with that note upon it.

473. In your practice, you have doubtless found the Judges always interfere to prevent the plaintiff upon an inland bill, which is noted, obtaining as a part of his damages, the expense of noting?—I do not know how a Judge would interfere; it would be rather the function of the taxing officer. I should imagine the noting was not included in the damages, but I think it is obtained in the costs. I never heard of a Judge interfering one way or the other; but I believe in calculating damages you do not include the noting.

474. Mr. *Glyn.*] Have not you yourself often obtained payment of costs for noting upon bills?—I should say I had.

475. Mr. *Atherton.*] Before the action?—No, in the action.

476. What is the charge of a notary in London, for noting a bill of exchange?—It varies according to the distance.

477. Take the case of a bill payable at a London bank?—In London it would be 1*s.* 6*d.*; if they have to apply to more than one place there is an additional charge. I should say, you might take the average at 2*s.* 6*d.* all over London, though in a great many cases it is only 1*s.* 6*d.*

478. Have you in practice known, speaking still of inland bills of exchange in London, the noting extended to the form of protest?—No, I have not, except to enable the holder to sue an acceptor, or drawer, or endorser, who may have left the country.

479. Does your experience enable you to tell the Committee the ordinary charge for a protest upon a foreign bill of exchange?—I think it varies according to the amount; I believe under 500*l.* it is 5*s.* 6*d.*, besides the stamp; and for 500*l.* and above, it is 7*s.* 6*d.*, with an occasional 1*s.* for more than one presentment.

480. Mr. *Keating.*] You are solicitor to the Society of Notaries?—I am.

481. It has been stated that the protesting of an inland bill of exchange is a proceeding not resorted to?—It is not resorted to, except as I have already mentioned; formerly country bankers used in some cases to have protests, but the object was not very obvious, and now, I believe, it is entirely obsolete.

482. Have you examined the provisions of the Bill which has come down to the House of Commons from the Lords?—I have read it.

483. From your knowledge of the practice of our Courts, would the provisions of that Bill harmonise at all with our procedure?—I think not.

484. Would it not, in your judgment, introduce a fragment of Scotch procedure inserted in our procedure, and would not that produce a very serious evil and inconvenience in practice?—It would be a novelty in practice, unquestionably. I am not prepared to offer any other opinion upon it.

485. Supposing the object to be simply to prevent fictitious defences to actions upon bills of exchange, in your judgment would not that, considering our modes of procedure, be much better and more conveniently obtained by simply requiring the defendant, upon being served with a summons, to satisfy the Judge that he was coming to a defence upon the merits?—It would be a more simple mode of proceeding, because more in accordance with our established forms.

486. As an English solicitor, and being connected with notaries public, have you compared the expenses of the two systems?—No; I have not. I do not know what the expense would be under the Lords' Bill.

487. What do you think of the noting of bills of exchange generally?—I consider it very convenient. If a bill is lost, you always have a faithful record of it. Every bill before it is returned to the bank is copied in the notaries' book,

book, and whatever may happen to the bill, you can refer to that book, and the charge is very moderate.

488. By noting, I presume you to mean, the little memorandum made in the corner of the bill, and the registration in the notaries' book?—Yes.

489. Do you think, with reference to the English rules of evidence, that in addition to the mode of proving non-payment by the English law, it would be of any value to add to our system the proof by the protest, if required, so as to dispense with calling a witness?—I should say that, upon the trial of actions on bills of exchange, now that proof is very rarely called for.

490. Do you think it would be a valuable addition to our laws to allow that?—In the case of an action tried at Liverpool, upon a bill payable in London, if you had to take the clerk down to Liverpool, it would be an advantage to be relieved from that expense.

491. Mr. *Atherton.*] In your judgment, would it be an expedient change of the law of evidence in England to allow the notary's protest to be evidence of the fact of presentment?—I think it would be, in that point of view.

492. Do you see any danger of evidence being accepted of presentment which has not taken place?—Not the smallest.

493. It would be as safe, with respect to inland, as it is found to be with respect to foreign bills?—I believe so.

494. *Chairman.*] If a party found it more expedient to use the notarial protest as evidence, instead of calling a witness, he would do so?—Yes; and I have no doubt it would be done where there was occasion to take a witness to a distance.

495. Mr. *Glyn.*] Your idea would be, that a copy of the bill having been made by the notary in the existing course of things, it should be open at any time afterwards to have the protest extended?—That would be the convenience of it.

496. Mr. *Gurney.*] Might not cases occur in which it might be important to be able to examine the notary's clerk personally, as to whether a bill had been presented within proper hours, or at the place it professed to be presented?—If irregularities ever have been committed, I should say it would be so; but I believe I may say positively there is no instance of irregularity.

497. At the same time that turns upon the notary's clerk rightly doing his duty?—Yes.

498. And if he were to fail in that, injustice might arise, if there was not an opportunity of cross-examining him?—Yes, that must be the case.

499. Mr. *Attorney-General.*] Have you considered how far that doctrine of making the protest proof of presentment would be applicable to the case of bills presented where there are no notaries-public?—That is provided for. Solicitors are now enabled, by a recent Act, to become notaries, where there are no notaries-public resident; and there was a provision, also, before that, under a very old Act, by which two householders might do so.

500. In your opinion, would there be any danger, supposing the principle were adopted of making the protest evidence, in extending it to the case of protests made by other persons who now by law may note a bill as having been dishonoured?—I should have thought the more convenient plan would be to let persons avail themselves of the power they have of taking out faculties, letting them become notaries.

501. *Chairman.*] By the Scotch practice, this system of summary procedure may be adopted in every county; in our system all this must be done in London?—An action upon a bill of exchange is transitory.

502. Still it is impossible to apply the Scotch procedure in the County Courts in England, because the county Judge is not there during the whole of the month, and an application to the Judge, therefore, cannot at any time be made; have you had occasion to consider whether it would be inconvenient to require this system to be applied only in London?—I have not considered that question. The great majority of bills of exchange are in London, and actions are brought upon them in London.

503. To avail himself of this system on a 50*l.* bill, the party would have to send the bill to London to be noted and registered?—A bill must still under this measure be noted and protested at Hull or Liverpool, or other place where payable.

504. This Act cannot be availed of anywhere but in London, because there is no registrar anywhere but in London?—Yes, as regards registration.

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505. Have you any evidence to give the Committee as to what the inconvenience of that would be?—No.

506. Mr. *Kirk.*] Practically speaking, is it usual for bankers to discount bills anywhere, except where there is a notary public?—I do not know.

507. *Chairman.*] If there should be any inconvenience in the County Courts not being available to parties, would not that inconvenience be remedied by making the County Court Judges local judges, sitting in their courts during the whole of the month, instead of only once a month, for the purposes of suitors?—They could hardly do that, because they have a circuit.

508. They might have a fixed residence, where the clerk of the court might be found?—I believe in some cases the clerk goes to more than one place.

509. Mr. *Gurney.*] If I understand you correctly, your practice does not enable you to form any very accurate opinion as to the quantity of bills payable in other places than London?—It does not.

510. Mr. *Attorney-General.*] Supposing this plan should be adopted of protest and registration, according to an old statute, a bill may be protested by two householders in the place of a notary-public; do not you think it would be very desirable that the power to note a bill and protest it should be confined either to notaries or solicitors?—I think to notaries entirely.

511. At all events to persons who are under the control of the courts in some way or other?—Yes; it would be desirable upon that account; it is more desirable on the ground that the notary is known to the parties who are most interested in bills. Many solicitors, no doubt, are as competent to note a bill as notaries, but they are not known.

512. Do not you think leaving it to two householders might lead to great incovenience?—I think certainly it might.

W. H. Walton, Esq., called in; and Examined.

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513. Mr. *Keating.*] YOU are one of the Masters of the Court of Exchequer?—I am.

514. I believe before you were appointed to that office, you were for many years a practising barrister?—I was a special pleader for many years, and a barrister for two or three.

515. You are also, I believe, a member of the Common Law Commission?—I am.

516. And were concerned in the framing of those Reports upon which the Procedure Acts, those great modern reforms, were founded?—I was.

517. Can you give the Committee the number of writs issued in the three Courts of Westminster Hall for the year 1854?—I can. In the Queen's Bench, there were 26,895; in the Common Pleas, 17,998; and in the Court of Exchequer, 41,850: making a total of 86,743.

518. I believe you have no means of ascertaining with accuracy the number of those writs which were issued upon bills of exchange; but from inquiries which you have made, can you give the Committee about the proportion of those on bills of exchange?—I directed a clerk in our office to look at the endorsements upon the back of 1,000 writs, and they were endorsed as being upon bills of exchange and promissory-notes to the extent of 324; therefore, that is nearly one-third of the writs issued in our Court. I believe the average is the same in the others.

519. You have taken one-third of all the writs issued as issuing either upon bills or notes?—Yes.

520. Can you give the Committee the proportion of the whole number of writs issued, which end in judgment by default without appearance?—Two-thirds of the whole number are settled by judgment by default without appearance.

521. Mr. *Attorney-General.*] Are you speaking of writs generally, or writs upon bills of exchange?—Writs altogether.

522. Mr. *Keating.*] I suppose the proportion would certainly be as great, and probably greater, in actions on bills of exchange than in the generality of actions?—I should think decidedly so. I took at random the judgments signed on bills of exchange for a few days, and I found that they bore the proportion of one-half of all judgments; but I have estimated it at one-third, being the same proportion of judgments by default on bills as in other cases.

523. What

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523. What proportion of the writs issued have been settled without judgment by default?—Two-fifths have been settled upon the service of the writ; the cases settled on the service of the writ within four or eight days would be 34,696.

524. In fact, there are 34,696 which are settled simply by the expense of issuing and serving the writ?—Yes, on all writs.

525. Would the proportion be certainly as great on bills of exchange?—Decidedly so; I have made that calculation, taking one-third of all the writs as being on bills, and have carried out the same calculation. I take it that the writs on bills amount to 28,914; the two-thirds settled by judgment by default would be 19,276, and the two-fifths settled within the four days, or eight days, the time for the appearance would be 11,566.

526. Have you ascertained the number of those in which appearances are entered, and which proceed further, but which are disposed of without any trial?—I can tell you how many, on the average, are tried; upon the whole number of writs the actual trials are only two per cent.

527. In how many instances, out of the residue which still remain after appearance entered, do the actions proceed to declaration?—I cannot tell, but I should think, in every case where an appearance is entered, which would be one-third of all writs, the probability is, that a declaration would be delivered directly; therefore a declaration would be delivered on one-third of all writs issued.

528. In how many cases do you suppose the parties plead?—I cannot tell.

529. Two per cent. of the actions, you say, would be tried?—Yes.

530. Would the proportion hold good in the case of bills of exchange and promissory-notes?—Certainly not, because I have shown the Committee that two per cent. only of all actions proceed to trial; the actions are on bills of exchange; I have only taken at one-third.

531. Mr. *Henley*.] Of that two per cent., what proportion would it be right to presume applies to bills of exchange which go to trial?—I should say two per cent. upon all writs issued on bills of exchange would be a high average to take as the proportion of cases going to trial.

532. Mr. *Attorney-General*.] I understand you that two per cent. of the actions go to trial upon all writs issued?—Two per cent. on all writs issued go to trial, and I suppose the same average to apply to the writs issued on bills of exchange; that, however, is rather too large, because the judgments by default on bills exceed those in other cases.

533. *Chairman*.] It may be said, probably, that one per cent. of all actions on bills go to trial?—I think if I said one-and-a-half, it would be about the proportion.

534. Mr. *Keating*.] Will you now state, having given the proportion of two per cent., what, in figures, is the number of cases which go to trial?—Five hundred and seventy-eight.

535. Of those 578 causes which are tried, have you any means of ascertaining what proportion are undefended causes?—I have not.

536. Could you form any estimate upon that point?—In the Court of Exchequer there were 183 causes tried as undefended, and 349 tried as defended; that would be more than one-third undefended.

537. About one-third of the 578 causes would represent the number of what may be termed fictitious defences each year with which legislation has at present to grapple?—It would represent the number of undefended causes, to which you might say fictitious pleas were pleaded, but I cannot say there are not some actually tried and defended in which the defences are really not fictitious.

538. Mr. *Attorney-General*.] We may probably assume that those cases in which the defence is abandoned at the moment of trial are cases in which the defence is fictitious?—Yes.

539. Can you state how many of those which are defended, in which somebody appears for the defendant, turn out to be mere fictitious defences?—I cannot.

540. Mr. *Keating*.] From any means of observation which you have had, should you say that taking one-half of the whole of the causes tried as being fictitious cases would be a sufficient average?—It would be a very high average.

541. Mr. *Attorney-General*.] You mean taking those in which nobody appears, and also those in which somebody appears, but there is no substantial defence?—Yes, that would be a very high average indeed.

542. Mr. *Keating*.] What would that half be in figures?—289.

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543. At all events 289 fictitious cases in a year is the entire evil with which legislation has to grapple?—I should decidedly say it is above the number.

544. Have you read this Bill which has come down from the House of Lords?—I have.

545. Have you considered the costs which would be incurred by carrying out that Bill in its various stages?—I have; I have made an estimate of the cost as well as I can from the sections of the Bill; I do not wish to guarantee myself to allow those specific costs in every case.

546. Mr. *Attorney-General.*] It is part of your business to tax the costs?—Yes; I assisted also in settling the amounts which we endorse upon our writs. Under the Common Law Procedure Act there are fixed sums endorsed upon the writ, which are to be paid upon judgment.

547. Mr. *Keating.*] With reference to that class of cases which you say are settled simply by issue and service of the writ where an attorney is employed, what would be the costs?—Assuming that a compromise followed upon the service of the order under Lord Brougham's Bill after having protested the bill, noted it and registered it, and obtained the order, I have calculated the cost of 3*l.* 16*s.* 10*d.* I have assumed that 10*s.* on the average is paid on the protesting, and 1*s.* 6*d.* on the noting; I have also assumed that 5*s.* is paid for registering the bill.

548. Mr. *Attorney-General.*] How do you get at the 10*s.*?—That is for the protest; it goes to the notary for protest, including the stamp. Then I have assumed that instead of 10*s.* it may be reduced to 5*s.*; instead of 5*s.* to the registrar, it may be reduced to half, or 2*s.* 6*d.*; that would leave 3*l.* 9*s.* 4*d.* I cannot make it less than that, with adequate remuneration to a respectable practitioner. The details of the costs would be these: I would allow the letter of the attorney for the payment of the bill, 3*s.* 6*d.*; instructions, 6*s.* 8*d.*; attending to protest, 3*s.* 4*d.*; paid, say 10*s.*; noting, say 1*s.* 6*d.*; attending for protest, which is a separate occasion, 3*s.* 4*d.*; copy bill and protest, which is a long document for the attorney, 3*s.*; drawing memorandum for registrar to register protest of bill, 5*s.*; attending to register, 6*s.* 8*d.*; paid, say 5*s.*; attending for order under Lord Brougham's Bill, 3*s.* 4*d.*; paid for order, 5*s.*; copy of order, 3*s.*; endorsement on order, 2*s.*; letter to agent to serve (I am assuming it is a country case), 3*s.* 6*d.*; paid for service, 12*s.*: total, 3*l.* 16*s.* 10*d.*

549. Have you applied there the scale of charges now allowed to attorneys and sanctioned by the fifteen Judges?—I have done so completely throughout; a great many of the items are precisely similar. I might also mention that, under the Bill, it might occur that there were several other charges which must be made, but I see that everything done under the Bill must be registered. Every proceeding taken under the Bill must be registered, and therefore all those orders and other proceedings must go to the registrar's office to be registered.

550. That, however, you have not taken into consideration?—I have not.

551. Mr. *Attorney-General.*] In your judgment could that Bill, as framed by Lord Brougham, be worked without the intervention of an attorney in these matters for which you have there made a calculation of the costs?—I should say decidedly not, unless the bankers or notaries would take upon themselves the responsibility of carrying it on; and, further than that, the notary himself, or the banker, could not get the order from the court. The court does not grant those orders to anybody, except an attorney or the plaintiff in person. If the plaintiff sues in person, of course that scale would not apply, as far as remuneration to the attorney goes.

552. Mr. *Glyn.*] Did you ever know the case of a banker doing it in person?—Bankers could not do it.

553. Mr. *Keating.*] Supposing even the case of its being done without the intervention of a solicitor; supposing an amateur plaintiff wished to do it himself, what would the expense in that case be of carrying out Lord Brougham's order?—He must pay the protest, the noting, the registrar's fees, and the order, and also, as it happens in most cases, he would have to send the order into the country to serve.

554. Mr. *Attorney-General.*] Will you give us the sum total of those items, leaving out the attorney's charges altogether, which a party proceeding in person would be under the necessity of paying?—I would put down 10*s.* for the protest; 1*s.* 6*d.* for noting; 5*s.* for registrar; 1*s.* for affidavit of service; and 5*s.* for the order. Under Lord Brougham's Bill, an affidavit must be made when the order is obtained of the service of that order, in order to issue execution upon it.

it. In the 5th section it is stated, " the said order shall have the effect of a judgment against any such party, and may be registered as such, and execution may issue thereon against such party on affidavit of the service of such order."

555. Mr. *Keating.*] Supposing some amateur were to proceed to purchase a writ, and serve that writ in the ordinary form; what would the costs be?—Five shillings for the writ; 1 *s.* for the affidavit of service; 6 *d.* for searching for appearance; and 9 *s.* for the judgment, which is very much too high.

556. Mr. *Attorney-General.*] That is, assuming there is no intermediate proceeding upon the defence?—I am assuming that throughout.

557. Mr. *Keating.*] Nine shillings for signing judgment, you say, is too high?—It is too high; but we had to yield to the remonstrances of the Treasury.

558. That sum goes into the Consolidated Fund?—Yes.

559. What is the sum total of those charges which you have last named?—Fifteen shillings and sixpence.

560. There you have an order, under Lord Brougham's Bill, and a judgment in an ordinary case?—Yes.

561. Have you formed an estimate of the expenses of the procedure, supposing the party upon whom the order is served seeks to take advantage of the Bill for the purpose of being enabled to show his defence, if he has one?—I have not made that calculation, because it would come into the ordinary stage of having an issue. The calculation which I gave of the 3*l.* 16*s.* 10*d.* stops upon the mere service. The affidavit of service, and the registering of the judgment, and attending to get the order, are matters which are extra. The 3*l.* 16*s.* 10*d.* matches the two guineas which is endorsed upon our writ, and is paid within four days. In case execution should be required under Lord Brougham's Bill, I have calculated the cost at 6*l.* 4*s.* 6*d.* That would match with our 4*l.* for judgment by default. The previous item of 3*l.* 16*s.* 10*d.* would correspond with the two guineas endorsed upon the writ.

562. *Chairman.*] What are the items you add subsequent to the 3*l.* 16*s.* 10*d.*?—I have added affidavit of service, 6*s.*; registering judgment I have put in at the ordinary charge of 16*s.* 8*d.* in the Common Pleas; but I am not quite satisfied whether, under the construction of the Act, that would be required; but I have made another calculation, omitting it; paid filing order and affidavit, 4*s.*; attending, 3*s.* 4*d.*; then I have assumed there is a bill of costs, 4*s.*; attending taxing, 6*s.* 8*d.*; paid, 2*s.*; letters, 5*s.*; that will give 6*l.* 4*s.* 6*d.*; deducting 16*s.* 8*d.* for registering the judgment, it would be 5*l.* 7*s.* 10*d.*; and if you fix the scale, under the Act, without any taxation at all, you might then reduce it also by 12*s.* 8*d.*, which would leave 4*l.* 15*s.* 2*d.*, as against 4*l.*, as the highest scale.

563. Mr. *Keating.*] What, in your judgment, would be the effect of the introduction of this novel procedure into the forms of procedure to which we have been hitherto accustomed in the English law?—I think it would add very great expense to the ordinary mode of proceeding, and I think that it would introduce a more complex system. Substituting an issue for an ordinary declaration and plea, I think, will be very unadvisable, and it would change the system in this respect, that, in our present mode of procedure, directly the eighth day elapses, when the defendant is to appear (I am applying my observations only to cases on bills of exchange), the declaration is always ready to be served; on the ninth morning the declaration is served. This is the declaration on a bill of exchange: " In the Queen's Bench. The 1st day of January A. D. 1855. Surrey.—William Smith (the plaintiff) by John Williams, his attorney, sues Charles Watson (the defendant), for that the plaintiff, on the 10th day of June, A. D. 1854, by his bill of exchange, now over-due, directed to the defendant, required the defendant to pay to the plaintiff 100*l.* two months after date; and the defendant accepted the said bill, but did not pay the same, and the plaintiff claims 150*l.*" On the eighth day, if the defendant does not plead, judgment goes by default; but assuming that he does plead, from that moment all the *onus* lies upon him of staying the proceedings; he must take out the summons, for time; it lies entirely upon him to delay the proceedings. In an issue which is granted, assuming it to be granted by the Judge, the parties have to settle the issue, and the person seeking the delay, which is the great object in these cases, being bound by no peculiar terms as to the framing of the issue, would delay the delivering of the issue, or consenting to it, till at last the other party must take him before the Judge to settle the issue, and then

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you throw the *onus* upon the plaintiff; whereas now the *onus* of delaying the proceeding lies entirely upon the defendant.

564. Mr *Lowe*.] Would not the issue be settled by the Judge at the time?—I am afraid not. The defendant would claim to insert all his defences.

565. *Chairman*.] If the Judge thinks a legal or equitable defence has been disclosed, he may direct an issue if he chooses?—But the parties between themselves must settle the issue.

566. Mr. *Atherton*.] Do you see any difficulty, when you come to this stage of the issue ordered under this Act, in adopting, as the form of the issue itself, your short declaration and your short pleas?—In many cases you might do so.

567. I will take a case in which the defence is an accommodation advance between the drawer and the acceptor, and no value as between the drawer and the plaintiff, being the first endorsee; the defendant satisfies the Judge that he ought to be allowed to set up that defence; would not it be competent for the Judge to say, "Frame an issue; adopt the common form of declaration in such a case;" the plaintiff setting out his title to sue on the bill, and putting in the defence in the common form?—I have no doubt that might be done, but the Judge must decide once for all, both as to the declaration and as to the pleas. In the meantime we have had our declaration upon the ninth day, and our plea upon the sixteenth.

568. You know in practice that these are the sort of defences which are usually set up; denying handwriting, denying consideration, fraud with knowledge of it by the holder; and there are common forms of declaration upon every form of title of the holder of the bill?—Yes.

569. And well-known forms of pleas for all those various defences which in general are set up?—If the Judge were to direct, instead of "This issue to be settled by the parties," that one was to declare and the other to plead, that would bring it to what it is now; only you would have the delay of the step which the Bill requires.

570. Mr. *Keating*.] There would be this difference, would not there, by this Bill: at that stage at which the defendant is brought before the Judge for the first time, he is, as a rule, to give security for the debt and the costs, before he can try the question; from your experience in such matters, would not that, in ordinary cases, be a practical prohibition against a man trying his defence, if he had one?—I think in many cases it would, and it would be a great hardship.

571. The giving that security also must be attended with delay and expense?—Very much so.

572. Apart from the actual finding of security, the steps necessary to give security which would satisfy the formal requirements of the Court, must occasion expense?—They must do so; if the securities are objected to, they must be inquired into. I see by the Bill the Judge has to decide upon the securities. It strikes me as very inconvenient that a Judge should have to try bail cases at chambers.

573. The Masters in the Superior Courts are paid by salaries, are they not?—Yes.

574. Therefore, so far as you are concerned, if you could send your bills of exchange cases into the Common Pleas, your salary would remain the same, and your trouble be very much less?—I should be very glad to get rid of some of our writs.

575. I find that power is given by the 21st section to make rules and orders which shall be applicable to the new system; would the existence of two sets of rules and orders, one applicable to ordinary proceedings, and the other specially applicable to the novel Scotch system, be found inconvenient to work in practice?—Everything which tends to accumulate a number of rules and proceedings must add to the difficulty, and practically to the inconvenience, of parties. Perhaps I may be allowed to represent to the Committee that, in the 17th section, there is another step, which is, "the costs of such issue in fact or special case shall be at the discretion of the Court." Where the issue was tried, that would give rise to another application for costs, for they do not seem to belong as a matter of course to the victorious party, as they do in our suits.

576. Mr. *Attorney-General*.] In that application counsel would intervene with briefs, and the usual appendages?—Yes.

577. Mr. *Keating*.] And parties do not fight questions of costs less fiercely than other questions, do they?—Certainly not.

578. Mr.

578. Mr. *Atherton.*] We have had given in evidence to-day the fees allowed in Scotland upon judgment by default on summary diligence; the amount of them is 19 *s.* 8 *d.*; you make them at least 6 *l.* 4 *s.* 6 *d.*?—That is, in obtaining execution and judgment.

579. What is the amount done to and exclusive of judgment?—£. 6. 4 *s.* 6 *d.*

580. And you observe that in Scotland the amount is under a pound?—Yes.

581. The sum of 19 *s.* 8 *d.* includes the noting, the protest, and the registration?—It includes the protest, and the recording the protest, and the solicitor's fee of 6 *s.* 8 *d.*

582. But it is exclusive of the order?—Yes.

583. Do you see any reason why, up to that stage, that is to say, noting, protest, and registration, the amount should be greater?—I do not see any reason why the protest should not be limited to 6 *s.* I have taken it at 5 *s.* I see no reason why recording the protest should be more than 7 *s.* I have taken it at 5 *s.*, but I see every reason to think that solicitors in England would not be content with 6 *s.* 8 *d.*

584. *Chairman.*] The fact seems to be, that those acts which are required are done in Scotland for 19 *s.* 8 *d.*, and you assure us that they cannot be done in England under about 5 *l* 7 *s.* or 6 *l.* 4 *s.*?—I think not; and I come to that conclusion, comparing my scale with that which we allow upon the service of a writ.

585. Probably you are aware that the only expense necessarily incurred by the holder of a dishonoured bill under Lord Brougham's Bill is the noting, and that further proceeding and the expense of the protest depends upon whether it should be necessary to resort to litigation or not?—Exactly so; all bills are noted.

586. You are aware that the noting is essential to make this process applicable?—And the protest too.

587. The noting is essential to start with, and the protest may be made at any time within six months after the dishonour of the bill?—Yes.

588. Therefore the holder may avoid the cost of protest provided upon the noting, or otherwise the bill should be paid?—I understand under Lord Brougham's Bill you cannot register a bill for the purpose of obtaining an order, unless the bill is protested as well as noted.

589. *Chairman.*] You have given us an estimate of the expense of proceeding by a writ which produces payment, and the expenses of proceeding under the Bill of Lord Brougham?—Yes.

590. Can you state the expense of what are called undefended causes, where the defendant wishes to postpone payment and puts in a plea?—Where the defendant, to postpone payment, puts in a plea which he does not appear on the trial to prove, it might be well now tried for 20 *l.*

591. Mr. *Attorney-General.*] Assuming the plaintiff has a witness to prove the acceptance, and to prove whatever is necessary as a matter of formal proof, that is included in the costs?—Yes; that being paid of course by the defendant.

592. *Chairman.*] Would not it be a more fair comparison to take that class of cases in which the costs are only up to the mere issuing of the writ on which the defendant pays at once?—It depends upon what you compare it with. If you compare a case tried under Lord Brougham's Bill after the issue has been granted by the Judge, I should think the costs would be decidedly higher by the issue.

593. I am speaking of cases where the defendant has no real defence, but proceedings are had resort to under the English system, and the defendant puts in a plea to gain time, and at the trial judgment goes against him; in that case, you say, the costs would be 20 *l.*?—About that.

594. In such a case, under the Scotch system, according to the estimate which you have given us, the costs would be no more than 5 *l.* 7 *s.* 10 *d.*?—The costs I have given as 5 *l.* 7 *s.* 10 *d.* do not include the trial.

595. In the English system the defendant can put in a sham plea; he does not appear at the trial, not being able to prove it; the amount of the costs in such a case, we hear from you, is 20 *l.*?—If the case goes to trial.

596. In the Scotch system a similar result can be obtained for 19 *s.* to that which in England would cost, you say, 5 *l.* 7 *s.* 10 *d.*?—The 19 *s.* 8 *d.*, as I understand it, does not include the trial upon any disputed fact at all.

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597. It appears from your returns that the issue of the writ in the great majority of cases produces payment; the mere service of the summons on the defendant produces payment?—It does.

598. At what expense?—Two guineas is the expense if it is paid within four days. The sum which the attorney endorses on the writ of summons is two guineas for his costs, if paid within four days. I have taken that sum, and that period, as exactly equivalent to the proceeding under this Bill when the order is served, which I consider tantamount to a writ of summons, and the defendant then pays within four days. In one case it would be two guineas, in the other about 3*l.* 10 *s.*

599. We hear that in Scotland, where payment is refused and bills are dishonoured, in the great majority of cases they do not proceed to protesting; but the mere act of noting by the notary produces payment, just as the writ produces payment in England; if that is so, would not it be a more fair item of comparison to compare the expenses of the noting and the protest by the notary, with the expenses of the service of the summons in England?—I confess I do not see the parallel of the two cases at all; because, supposing this Bill were to pass to-morrow, the parties would be just as well aware of the proceedings necessary to be taken in order to enforce payment as they are now, except this, that if this Bill were to pass, the parties liable under a bill of exchange would be aware that the holder of the bill had three or four more steps to take before he could sue out the order, which, I say, is equivalent to the summons.

600. Mr. *Attorney-General.*] You would agree in this, probably, that it is very desirable, if possible, to check the practice of sham pleas and fictitious defences on bills of exchange?—No doubt of it.

601. Assuming that, have you considered the plan exhibited in Mr. Keating's Bill of making it competent to the plaintiff, upon personal service of the writ, to proceed to sign judgment, unless the defendant obtains leave to appear?—I have.

602. In the first place, would that be in harmony with the whole system of procedure in common-law actions in our courts?—It certainly would not.

603. In what respects would it not be so?—The difference is one rather of principle than anything else, with respect to compelling the defendant in any case, or under any circumstances, to verify in effect his defence by affidavit?—It is a subject which I think the Common Law Commissioners considered, and I believe they came to the decision that it was not an expedient course to adopt.

604. That relates to all proceedings generally; but inasmuch as upon bills of exchange we have, as we know by experience, defences of a class and character which do not arise in ordinary actions of other descriptions; do not you think an exception might be made in the case of bills of exchange, and that, for the purpose of preventing those fraudulent and fictitious defences, the burden might be cast upon the defendant of showing, in the first instance, that the defence he was about to set up was a genuine one?—I have considered that, and I certainly think an exception might be made in cases of bills of exchange; it certainly, however, should be the exception, and not the rule.

605. Assuming for a moment that such an exception is to be made in the case of bills of exchange, have you considered whether the plan suggested by Mr. Keating's Bill is the one best adapted to our system of procedure?—I certainly for some time thought the best time for the affidavit would be when the plea is pleaded; but I have rather changed my mind; and I cannot help thinking that the time which is pointed out in Mr. Keating's Bill, namely, immediately before appearance, would be as good a time as any other. It would save expense; and having considered the subject very much, I think it would be advantageous for other reasons, because the defendant then must make up his mind whether he intends to make his affidavit and claim his defence. If he had not then to make his affidavit, he would be induced to think that he could wait for his affidavit till the plea was put in, and enter an appearance merely for the sake of postponing his decision as to whether he would make his affidavit or not.

606. Have you considered the question of costs?—I have.

607. What would be the cost of obtaining the judgment in the stage of the proceeding in which Mr. Keating's Bill proposes to obtain it, as compared with obtaining judgment according to Lord Brougham's Bill, of which you have given us the expenses already?—I think the difference of expense between the plan

plan proposed by Mr. Keating and Lord Brougham's Bill would be the same in amount as that between a judgment by default on the writ of summons and the execution, under Lord Brougham's Bill. The difference between the mode of proceeding in Mr. Keating's Bill and the present system would merely be the application, and the affidavit by the defendant before the Judge for leave to appear; the costs would be precisely the same, as it must be assumed the affidavit is not made, or not successful, if made.

608. Therefore you would get all the benefit of shutting out the defendant from a fictitious defence, where he has no real one, without any increase of costs whatever?—The only additional costs would be, that in case he really means to defend, he must, before appearance, make an affidavit.

609. Mr. *Gurney.*] Do you consider that the proportion of actions upon bills of exchange to which there are fictitious defences is a much larger proportion than cases of actions upon simple contract debts?—I think it is. I think there are more sham pleas put in on bills of exchange than in the case of goods sold, or similar cases; and that is why I think an exception might be made in the case of bills of exchange.

610. Would it be possible to ascertain the proportion?—It would be very difficult; but I think by applying to the marshals of the Judges, who enter the causes, they would be enabled to give you an account of the undefended causes on bills, and also the nature of the defences.

611. Would the disclosure to the Judge of the defence under this Bill bring it to the knowledge of the plaintiff?—No; because the plaintiff would not be present at the time. The defendant, in order to appear, must make an *ex parte* application to the Judge for leave to do so, and, having got that leave, unless the plaintiff searched for that affidavit he would not be enabled to find out what had passed.

612. But the plaintiff could find it out by search?—He could find out the contents of the affidavit.

613. Mr. *Kirk.*] You stated that you thought it would be a great hardship if parties were obliged to pay the amount of the bill and the probable costs into Court?—I think, having a good defence, or, at all events, claiming to have one, it would be a great hardship to be obliged to give security for the amount of the bill and costs, particularly when there might be four or five parties to the bill.

614. Any one of the parties lodging the amount in Court would be sufficient?—That ought to be quite sufficient.

615. If a bill ought to be paid on a particular day, and it is not paid, where is the hardship in requiring the money to be paid into Court?—I think it is no hardship if the man has not any defence. I only think it a hardship where the man has a good defence.

616. Mr. *Atherton.*] You have given us what you think the amount of costs would be under Lord Brougham's Bill?—Yes.

617. And you have given us the items?—Yes.

618. In those estimates have you endeavoured to make such an allowance to the attorney in England as would remunerate him upon the rate at which, in analogous proceedings, he is now remunerated?—I have done so as nearly as possible, and I am sure that, in all those undefended cases on bills of exchange, a respectable attorney does not get an adequate remuneration; he would rather be without them than with them.

619. In your opinion, are the allowances which you have made to attorneys upon the various assumed proceedings, what may be called a fair minimum, or are they upon a liberal scale?—They are a fair minimum.

Veneris, 4° *die Maii*, 1855.

MEMBERS PRESENT.

Sir Erskine Perry.	Mr. Attorney-General.
Mr. Atherton.	Mr. Henley.
Mr. Lowe.	Mr. Horsfall.
Mr. Keating.	Mr. Glyn.
Mr. Walpole.	Mr. Kirk.
Mr. Hankey.	Mr. Solicitor-General for Ireland.
Mr. Gurney.	Mr. Muntz.

SIR ERSKINE PERRY, IN THE CHAIR.

W. H. Walton, Esq.; called in, and further Examined.

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620. Mr. *Atherton.*] YOU were good enough to give the Committee the other day the comparative cost which would be incurred under the Lords' Bill as it stands, and under the other Bill which is referred to this Committee, in a proceeding by the holder of a bill of exchange or promissory-note against one of the parties to it?—I did.

621. Have you observed that according to the Lords' Bill there is to be one order, or there may be one order, for payment against any of the parties, however numerous, against whom the holder wishes to proceed?—There may be.

622. By the English plan of procedure, which is in that respect continued by the Bill of Mr. Keating, there must be several writs and actions, according to the number of parties against whom you determine to proceed?—There must.

623. Are you prepared to favour the Committee with a comparison of the cost of proceeding under the one Bill and under the other, say in a case in which the holder wishes to proceed before parties, the drawer, the acceptor, and two indorsers?—I have made a calculation of the expense of proceeding under Lord Brougham's Bill with respect to subsequent parties; the cost of suing the first person under that Bill would be higher than the subsequent ones; whereas the same rule would not apply to our writs where you have a fresh writ every time. I have made a scale on a second action, which, in fact, would be quite sufficient for the purposes of the Committee; the third, fourth, and fifth would be the same.

Vide Appendix.

624. *Chairman.*] The question supposes that no subsequent action would be necessary under Lord Brougham's Bill against the indorsers?—Precisely.

625. You call it a second action?—I call it a second action in our courts, which is equivalent to the order being served upon the second, third or fourth persons under Lord Brougham's Bill, which certainly is not a fresh action.

626. Mr. *Atherton.*] Up to what stage have you estimated the cost?—Only to judgment by default inclusive; under Lord Brougham's Bill, when the debt is paid on the service of the order, or within the eight days, the cost would be 1 *l.* 19 *s.* in the second proceeding; that is, 1 *l.* 19 *s.* altogether; the whole of the protest and registration being unnecessary against the second party. I am assuming that the order has been obtained, and the party has only to serve that order upon the second or third party liable on the bill.

627. What are the items of the 1 *l.* 19 *s.*?—I have allowed a letter to the party to be charged 3 *s.* 6 *d.*; instructions, 6 *s.* 8 *d.*; attending for duplicate order, 3 *s.* 4 *d.*; paid, 5 *s.*; copy order, 3 *s.*; indorsement on order, 2 *s.*; letter to agent to serve, 3 *s.* 6 *d.*; and his charges for service, 12 *s.*; making a total of 1 *l.* 19 *s.*; I have assumed that it is a country case in all cases, and not only a service where the party lives in a town, which would be less. Under Mr. Keating's Bill, the expenses would be the same as they are now, two guineas endorsed on the writ; under our summons they would be two guineas; then I have taken the case, assuming the debt has not been paid within eight days, but execution issued. If the

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the order is obtained, and there is execution by default, under Lord Brougham's Bill, the whole would amount to 2 *l.* 17 *s.* 4 *d.* The items are these: affidavit of service of order, 6 *s.*; paid filing order and affidavit, 4 *s.*; attending, 3 *s.* 4 *d.*; letters, 5 *s.*; 18 *s.* 4 *d.*, which added to 1 *l.* 19 *s.* would give 2 *l.* 17 *s.* 4 *d.* Under Mr. Keating's Bill, which would be the same as ours; it would be 4 *l.*, which I have given on the previous occasion, and on our summons it would be 4 *l.* I have also made a calculation on the assumption that Mr. Keating's Bill would be altered.

628. Can you give the Committee shortly what would be the cost of an order against four, and also the cost of a judgment against four?—I have assumed that all the parties liable on the bill are included in the original order obtained on the registration, but that each party must get a duplicate order, and the cost against each subsequent party would be exactly this repeated again.

629. What is the aggregate, supposing the holder had himself, unfortunately, to pay all the costs incurred?—That would entirely depend upon the number of parties who were sued on the bill.

630. Take the case of four parties under each system; four judgments on Mr. Keating's plan, and an order against four, under the Lords' Bill?—As against the first party, I gave the amount on the last day. On the first proceeding under Lord Brougham's Bill, if it is paid within four days, it would be 3 *l.* 9 *s.* 4 *d.*, assuming the protest is reduced to 5 *s.*, and the registration to 2 *s.* 6 *d.* For the other three you must add 1 *l.* 19 *s.* in each case, making 9 *l.* 6 *s.* 4 *d.* Under Mr. Keating's Bill it would be 2 *l.* 2 *s.* in each; and on our summons it would be 2 *l.* 2 *s.* in each action, when debt paid within four days.

631. It would make 2 *l.* 2 *s.* in each case, beginning with the writ of summons, and going up to judgment by default?—It would be 2 *l.* 2 *s.* in each case on a writ of summons, if the debt is paid within the four days. Under Lord Brougham's Bill, in the first proceeding against the first party, if default made on service of the order and execution issues, I take the lowest amount at 4 *l.* 15 *s.* 2 *d.*; that is assuming that no judgment is registered, and there is no bill of costs taxed, but the costs are fixed, as they are under the Procedure Act, by the Judges and the Masters. It would be 4 *l.* 15 *s.* 2 *d.* for the first proceeding under Lord Brougham's Bill, and 2 *l.* 17 *s.* 4 *d.* in each of the other three cases. Under Mr. Keating's, it would be 4 *l.* four times over, or 16 *l.*; and on our summons it would be 4 *l.* four times over. The great saving under Lord Brougham's Bill would be in the subsequent proceedings against the subsequent parties.

632. Mr. *Muntz.*] Can you give the Committee any idea of the number of instances which occur in any number of proceedings against parties on bills where more than one party is proceeded against?—I cannot do so; an attorney of practical experience would be able to do it.

633. Mr. *Attorney-General.*] I presume that there has been a good deal of abuse in that respect, has not there, under our system?—There was under our former system. About 10 years ago proceedings could not be stayed against an acceptor unless he paid the costs against the drawer and all the indorsers; that was found to lead to the abuse of inducing attorneys to sue all the parties for the sake of the costs against the acceptor; but that was altered, and since then actions against many parties have not been resorted to so much.

634. Although that change, which was a very salutary one, has produced beneficial effects to a certain extent, do you think there is now no abuse in that respect, and that where they have one solvent man to go against, they do not go against two or three?—In what may be called disreputable offices I should say they sometimes do.

635. Are there any means which you can suggest by which that system could be checked?—I think I could suggest some means for that purpose.

636. *Chairman.*] You say the expense against subsequent parties would be less under Lord Brougham's Bill than under the other Bill; how would that occur?—The protest and the registration would not occur again, and thus that expense would be saved.

637. Mr. *Atherton.*] Under the Lords' Bill you have a single order against all?—Yes.

638. Does the 3 *l.* 9 *s.* 4 *d.* include the cost of that order up to and inclusive of obtaining it?—It applies to obtaining the order, which may be against all or against one.

639. Supposing an order to be obtained against four parties, 3 *l.* 9 *s.* 4 *d.*

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would cover that?—Yes; it would cover the obtaining the order against four, but not the letter or instructions, or service on more than one party.

640. Is the 1*l.* 19*s.* the amount which you estimate as the cost of serving that order, and to making it available against three out of the four?—Yes, and I have given the items. The order must be filed in each case, and therefore a duplicate order must be obtained.

641. *Chairman.*] Supposing the holder of the Bill proceeded at once against one of the indorsers instead of against the acceptor, the order he had obtained would suffice?—It would suffice against that individual; but in every case under Lord Brougham's Bill, where execution is to issue, the affidavit and the order must be filed before execution will go.

642. That would not be one set of costs in addition to the other; an honest holder would proceed against the most solvent party, would not he?—If you will look at the items of the cost of obtaining execution against the subsequent parties, you will see there is no one charge which appears to me to be included in the 3*l.* 9*s.* 4*d.*, except the letter and the instructions. There is the letter, 3*s.* 6*d.*; instructions, 6. 8*d.*; attending for duplicate order, 3*s.* 4*d.*

643. Mr. *Atherton.*] Why should he attend for a duplicate order?—Because he must file it. I am assuming that the holder of the bill goes against the acceptor in the first instance.

644. The case I am assuming is that he goes against all at once. Having noted, and protested, and registered, he takes out an order directly against the four. Unless payment takes place within a certain number of days, that under the Bill becomes a judgment. Does not the 3*l.* 9*s.* 4*d.* represent the cost of that proceeding, and the cost of that proceeding against the four?—It would, decidedly, only represent the costs of the proceedings against one individual. I am assuming that the holder of the bill does not at one instant issue execution against all the parties to the bill.

645. Is there any additional expense incurred by including the four parties up to the judgment, except the three additional services?—There is the letter and the instructions, and I have put down obtaining duplicate order and paying for it.

646. What I desire to have from you is the cost of an order under the Lords' Bill, up to and inclusive of the service of that order, on each of the four parties. You say 3*l.* 9*s.* 4*d.* represents the cost against one only?—Yes.

647. Is there a necessity for any fee in addition to that, except the cost of service upon each of the other three?—There would be the letter and the instructions.

648. What necessity is there for going to the officer for a duplicate order?—I have assumed throughout that the holder of the bill will not issue execution against all the parties at the same time. If you get execution, according to Lord Brougham's Bill, it is a joint execution against all the parties liable under the bill; and if you were allowed to levy, as we are now, in execution against several, the amount against any one individual, that would be in fact issuing your execution against an indorser for costs which had been created by the acceptor and the other parties to the bill, which is exactly the reverse of the principle which has hitherto been adopted, of making the acceptor liable, and not the indorser. Therefore, I have assumed in the calculation of 1*l.* 19*s.* that the party has proceeded against the acceptor, or any other party; that he has not been able to obtain the amount of his claim from him; and that he then has availed himself of the registration of the order, and has proceeded under it.

649. Assuming that the holder of the bill takes out an order against four parties, and no duplicate order is necessary, but the attorney may serve a copy, made by his own clerk; you must make a deduction?—You must deduct 5*s.* and 3*s.* 4*d.* from that 1*l.* 19*s.*

650. That makes a deduction of 8*s.* 4*d.*, which reduces the 1*l.* 19*s.* to 1*l.* 10*s.* 8*d.*?—Yes.

651. If I multiply that by three, I make it to be 4*l.* 12*s.* To that you add 3*l.* 9*s.* 4*d.*, and you get 8*l.* 1*s.* 4*d.*, as the expense of proceeding against four parties, as compared with eight guineas?—Yes, on that assumption.

652. Have you considered what would be the expense of proceeding under Mr. Keating's Bill up to judgment by default, supposing you allowed one writ of summons to be the foundation of the proceedings against the various parties to the

the bill against whom you thought proper to proceed?—I have done so exactly as I have done with respect to Lord Brougham's Bill. To go through the same stages, two guineas would be the sum against the first. Assuming that under Mr. Keating's Bill you could serve a copy of the writ, instead of issuing a new one, it would follow the same course almost as I have described in the case of Lord Brougham's Bill against the second; it would be 1 *l.* 12 *s.*; and then to carry it on to judgment by default, if the debt is not paid within four days, it would be 1 *l.* 6 *s.* 8 *d.* more, which would be 2 *l.* 18 *s.* 8 *d.* in the case of the second, and 4 *l.* on the first.—(*Paper handed in*, A. and B.)

653. Would the 6 *l.* 18 *s.* 8 *d.* stand against the eight guineas at present?—Yes.

654. Mr. *Keating.*] What would be the charge against the second, inclusive of judgment by default?—£. 2. 18 *s.* 8 *d.*, instead of the 4 *l.*

655. *Chairman.*] What is your opinion of the propriety of substituting a copy of the writ for a fresh writ?—My opinion is that it might be done, but I am convinced that there are many eminent persons on the Bench and at the Bar who would object to interference with the principle which now obtains in our courts, that the writ of summons should be the commencement of each action. In an action on a bill of exchange by a writ of summons, that writ might (by serving a copy of the same writ of summons) be applied to all the different parties liable under that bill of exchange. Practically, I myself do not see any objection to it, inasmuch as in one kind of action the same principle is followed in our courts; namely, in the case of an ejectment; but I think there would be great objection to the introduction of a new principle. I do not know what the amount to be saved is, for I do not know the result of the calculations now made; but if it is a trifling sum, I am quite sure, without any difficulty, the object might be accomplished in a different way altogether.

656. What way is that?—I think at present the reason that our costs amount to two guineas on the service of the writ, and 4 *l.* on judgment by default, depends very much upon the fees paid out of pocket by the attorney upon the issue of the different proceedings from the court. The Judges have the power, with the Lords of the Treasury, to settle the amount of the fees. They were settled a few years ago, under the Common Law Procedures Act, and they took a very wide margin to pay for expenses of the establishment; and I hold in my hands a statement of the balance we have paid over in one year from the Court of Exchequer, amounting to 10,023 *l.*; and I think, if it will be only a slight saving, instead of invading the principle of the law, which might be objected to by the learned Judges, if they would meet and diminish the fees in a very trifling degree, the object would be attained at once, and the whole thing might be done without any invasion of principle at all.

657. You would reduce the fees, not only upon bills of exchange, but on all legal proceedings?—If you like to confine it to bills of exchange, it might be easily done.

658. Mr. *Keating.*] In your communications with the Treasury have you ever found them very willing to give up anything which increases the sum paid to the Consolidated Fund?—I am afraid they are not willing.

659. Mr. *Atherton.*] Supposing the 10,000 *l.*, or any portion of it, to be saved, you would diminish the cost of each writ?—It would lower the fee, perhaps, upon the writ; certainly upon the judgment.

660. Upon every writ?—Yes, you might take 4 *s.* instead of 5 *s.*, and especially upon the filing of those documents I would take 1 *s.* instead of 2 *s.*

661. Whatever you did in that way in diminution of the cost of writs generally, you would still have the comparison, which would hold good, between the cost of one writ and four?—Yes; but I think I could reduce the 4 *l.* now allowed on judgment by default on a bill of exchange, when a second action is brought, to 3 *l.* 5 *s.*

662. What I desire is this, that instead of issuing a fresh process against all the subsequent parties, you should simply serve a copy of the original process?—I have considered that, and I have taken the liberty of framing a clause to that effect, which I will beg to hand in (*delivering in the same*).

663. Mr. *Attorney-General.*] Can there be any substantial reason for having four writs, in the case of four parties liable in a bill of exchange, where one would suffice?—I really see no substantial reason, except that the alteration of it militates against the existing principle or mode of action.

664. Mr. *Atherton.*] Must not an attorney, in point of prudence, in order to

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avail himself of one writ against the indorser and the drawer, as well as the acceptor, wait before he issues the writ till he has given notice to the other parties?—He must.

665. Do you see any difficulty in giving to the holder of the bill the option to do what he may now do, proceed at once by a single writ against the acceptor, or, in his discretion, to wait, before proceeding at all, till he has given notice to the other parties, and then include them all in one writ?—Substantially I see no objection.

666. Supposing that to be done, the proceeding against the indorsers, or the persons not intended to be proceeded against at first, would be by serving a copy of the writ?—Yes.

667. Would there be any difficulty in the attorney holding that writ in his hand serving the acceptor, or the person he chose to proceed against, in the first instance, and then availing himself of the writ to serve a copy in case it became necessary?—I think you will find the clause which I have drawn calculated to meet that very case.

668. There would be no difficulty to an attorney acting conscientiously in doing that?—None at all.

669. It would not necessitate expenses against a person whom it was not thought desirable to proceed against ultimately?—Certainly not.

670. Mr. *Keating*.] According to your evidence, the whole amount of the good which would be effected would be to meet the cases in which some few disreputable attorneys do unnecessarily issue a subsequent process?—Exactly so. At this present time, whenever it happens to come before us that there is a second action on bills of exchange, we lower the costs in the second action. We take off 10*s*. at once from the declaration. My idea is, that the 4 *l*. which is settled by the Judges as the costs of judgment by default, might, upon the same principle, be lowered in all subsequent actions on bills of exchange, say to 3 *l*. 10 *s*., or whatever the difference may be. I have calculated the expense under Mr. Keating's Bill, assuming it to be altered by that clause; and if you could reduce the 4 *l*. to 3 *l*. 10 *s*. by an order of the Judges at once, it would be also a check against attorneys issuing a double process against different parties to a bill.

671. Supposing the Committee should be of opinion that the evil is one which ought to be remedied, do you see any objection to that being done by means of a clause to be introduced into my Bill?—I see none; but I confess I would rather the Committee would take the opinion of the Judges upon that.

672. Mr. *Atherton*.] Do you see any substantial objection to one writ being made the foundation of one judgment?—Decidedly not; if you keep your execution separate, and do not make the indorser pay for the costs of the acceptor.

673. *Chairman*.] Have you provided for that in your clause?—I have intended to do so; under my clause there would be a separate judgment in each case.

674. Mr. *Atherton*.] You qualified your answer with respect to one judgment; does it occur to you that, in the absence of some clear provisions, it might be difficult to prevent injustice by allowing one execution to issue on your judgment against all the parties to a bill?—I think it would be very difficult, if you had one execution issue on one judgment against all the parties to a bill, to prevent parties taking out execution against any one man for the costs of all; execution must follow the judgment, which would include the costs of all the parties.

675. Under the procedure, according to the Lords' Bill, though there is one order to pay, and one judgment, the execution must be several; is not that so?—I am afraid not; I am afraid, under Lord Brougham's Bill, the execution must be joint; that is one of the great objections I have to it.

676. *Chairman*.] Will not the same objection arise under the clause which you are suggesting?—No, because the judgment would be separate.

APPENDIX.

(A.)—FIRST ACTION.

LORD BROUGHAM'S BILL.	£. s. d.	MR. KEATING'S.	£. s. d.	WRIT OF SUMMONS.	£. s. d.
Costs when debt paid on service of order, or before eight days - -	3 16 10 (Assuming protest, 10s. Registering - - 5s.) or 3 9 4 (Protest - - 5s. Registering, 2s. 6d.)	When debt paid on service of writ, or within eight days - - - -	2 2 –	Ditto - -	2 2 –
On default of payment on order:		On judgment by default -	4 – –	Ditto - -	4 – –
If judgment registered, and bill taxed - - - - -	6 4 6				
If no judgment registered, and bill taxed - - - -	5 7 10				
If costs fixed, and no judgment registered, and no bill taxed -	4 15 2				

(B.)—COSTS when a Second or other Party to the Bill is sued.

LORD BROUGHAM'S BILL.		£. s. d.	MR. KEATING'S.	£. s. d.	ON SUMMONS.	£. s. d.
When debt paid on service of order, or within eight days - -		1 19 –	Ditto on service of writ, or within eight days - -	2 2 –	- - -	2 2 –
Items:	£. s. d.					
Letter - - -	– 3 6					
Instructions - -	– 6 8					
Attending for duplicate order - - -	– 3 4					
Paid - - -	– 5 –					
Copy order - -	– 3 –					
Endorsement - -	– 2 –					
Letter to agent - -	– 3 6					
Service - - -	– 12 –	1 19 –				
If order obtained and execution by default.			On judgment by default - - -	4 – –	Ditto -	4 – –
Items:	£. s. d.					
Affidavit - - -	– 6 –					
Paid filing order and affidavit - -	– 4 –					
Attending - -	– 3 4					
Letters - - -	– 5 –	– 18 4				
	£.	2 17 4				

ON MR. KEATING'S,	£. s. d.
If altered to allow a second defendant to be served with a copy of the writ - - - -	1 12 –
Items:	£. s. d.
Letter - - -	– 3 6
Instructions - -	– 6 8
Altering writ - -	– 3 4
Copy - - -	– 3 –
Letter - - -	– 3 6
Service - - -	– 12 –
	1 12 –
Ditto if altered.	
Items:	
Affidavit - - -	– 6 –
Drawing judgment -	– 3 4
Attending to sign -	– 3 4
Paid filing writ -	– 2 –
Ditto affidavit -	– 2 –
Ditto signing judgment - - -	– 5 –
Letters - - -	– 5 –
	1 6 8
£.	2 18 8

The Costs under Lord Brougham's Bill against four parties, would be—	£. s. d.	Mr. Keating's.	£.	On Summons.	£.
First Action - - -	4 15 2	4 in each - -	16	4 in each - -	16
Second ditto - -	2 17 4				
	7 12 6				
Third ditto - - -	2 17 4				
	10 9 10				
Fourth ditto - -	2 17 4				
£.	13 7 2				

Under Mr. Keating's, if altered to allow a second defendant to be served with a copy of the writ—	£. s. d.
First Action - - -	4 – –
Second ditto - -	2 18 8
	6 18 8
Third ditto - - -	2 18 8
	9 17 4
Fourth ditto - -	2 18 8
	12 16 –

REPORT

FROM THE

SELECT COMMITTEE

ON

BILLS OF EXCHANGE BILL,

AND

BILLS OF EXCHANGE AND PROMISSORY NOTES BILL;

WITH THE

MINUTES OF EVIDENCE

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
15 *May* 1855.

237.

Under 8 *oz.*

REPORT

FROM THE

SELECT COMMITTEE

ON

DOWNING-STREET PUBLIC OFFICES EXTENSION BILL;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

PROCEEDINGS OF THE COMMITTEE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed*,
10 *July* 1855.

382.

Veneris, 10° *die Maii*, 1855.

Downing-street Public Offices Extension Bill (Queen's consent signified) read 2°, and committed to a Select Committee.

Martis, 15° *die Maii*, 1855.

Committee nominated,--

Sir William Molesworth.	Sir Joseph Paxton.
Lord John Manners.	Mr. Hayter.
Mr. Disraeli.	Lord Elcho.

And five Members to be added by the Committee of Selection.

Ordered, That three be the quorum of the Committee.

These Members were added by the Committee of Selection:

Mr. Thomas Greene.	Lord Waterpark.
Sir R. G. Booth.	Mr. Willcox.
Mr. Mackinnon.	

Martis, 22° *die Maii*, 1855.

Petition of Augustus Granville Stapleton and John Tarring, praying to be heard before the Select Committee on the Bill, referred to the Select Committee on the Bill.

Veneris, 29° *die Junii*, 1855.

Resolution reported, "That provision be made by law for authorising the exchange of any lands vested in the Commissioners of Her Majesty's Works, under the Acts 14 & 15 Vict. c. 42, and 16 Vict. c. 18, for any lands of the Crown required to be taken for the purpose of providing additional offices for the public service in or near Downing-street, and for the payment out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland, or out of the land revenues of the Crown, of the difference in value (if any, as the case may be,) of the lands of the Crown, and of the lands now vested in the Commissioners of Works, in trust for the Consolidated Fund."

Resolution agreed to.

Instruction to the Select Committee on Downing-street Public Offices Extension Bill, That they have power to make provision therein, pursuant to the said Resolution.

Lunæ, 9 *die Julii*, 1855.

Leave to the Select Committee to sit, and proceed To-morrow.

Martis, 10° *die Julii*, 1855.

Ordered, That the Committee have power to Report the Minutes of Proceedings and the Minutes of Evidence.

REPORT.

SIR WILLIAM MOLESWORTH Reported from the SELECT COMMITTEE on the DOWNING STREET PUBLIC OFFICES EXTENSION BILL,

THAT they had Examined the Allegations of the Bill, and found the same to be true, and had gone through the Bill, and made Amendments thereunto.

10 *July* 1855.

PROCEEDINGS OF THE COMMITTEE.

Martis, 10° *die Julii*, 1855.

MEMBERS PRESENT:

Sir Wm. Molesworth.	Mr. Willcox.
Mr. Disraeli.	Mr. Hayter.
Lord John Manners.	Lord Waterpark.

Sir *Wm. Molesworth* called to the Chair.

Preamble of the Bill read 1°.

Petition of Augustus Granville Stapleton and John Tarring read.

Room cleared. Committee deliberated.

Resolved,—"That the Committee is not competent to decide the matters raised by the Petition."

Parties called in and informed of the Resolution of the Committee.

Instruction of The House of the 29th day of June last read.

Mr. *Pennethorne* and Mr. *Augustus Granville Stapleton* examined.

Preamble of the Bill read 2°, and amended by adding recitals, stating that it had been determined to extend and enlarge the area for the site of the therein mentioned public offices, and setting forth the mode by which it was proposed that such extension should be carried out.

Question, "That the preamble of the Bill as amended is proved," put, and agreed to.

The Committee went through the Bill clause by clause, and made several amendments.

Manuscript clauses brought up, read 1° and 2°, and added to the Bill.

Question, "That the Bill as amended be reported to The House," put, and agreed to.

Question, "That the Chairman be instructed to move The House that the Committee have power to report Minutes of Evidence, and that the Proceedings and Minutes of Evidence be printed," put, and agreed to.

Ordered to report.

MINUTES OF EVIDENCE.

Martis, 10° *die Julii*, 1855.

MEMBERS PRESENT:

Sir William Molesworth.	Mr. Hayter.
Mr. Disraeli.	Mr. Wilcox.
Lord John Manners.	

THE RIGHT HON. SIR WILLIAM MOLESWORTH, BART., IN THE CHAIR.

Mr. *James Pennethorne*, called in; and Examined.

Mr. *J. Pennethorne*.

10 July 1855.

1. ARE you the Architect of Works and Public Buildings?—Yes.

2. In the month of November last did you, under the instructions of the Board, prepare plans with a view of giving notice of an intention of applying to Parliament for powers to purchase property in Fludyer-street and Downing-street, for the purpose of erecting public offices upon it?—Yes. (*The Plan, No.* 1, *was produced.*)

3. Do the parts coloured pink and brown and yellow upon the plan represent the properties embraced by the notices of last November?—Yes.

4. The pink represents the Hereditary Revenue property?—Yes.

5. The site of Downing-street is also coloured pink?—Yes, although it is a public street.

6. Why is that?—Because, although it is a public street, the right of property in it is claimed by the Hereditary Revenue, as they have land on both sides of it.

7. What does the yellow represent?—The yellow represents the house that was purchased from Sir Robert Preston, in the year 1825, out of the Consolidated Fund.

8. For what purpose?—It was purchased at the time, as I believe, for the purposes of the Foreign Office.

9. Mr. *Disraeli.*] Is it now on lease?—It is now held by the Foreign Office as being part of the public property.

10. Is it used by the Foreign Office at present?—Yes, it is.

11. *Chairman.*] What does the brown represent?—The brown represents the properties of different individuals required to be purchased. Sir Samuel Fludyer and the Dean and Chapter of Westminster are the only two freeholders.

12. What does the blue represent?—The blue represents the property of the Hereditary Revenue, which it is now proposed also to take as the site of the public offices.

13. What arrangement has there been made for the purchase from the Hereditary Land Revenue Commissioners of the properties coloured blue and pink?—It has been agreed that the properties coloured blue and pink shall be given in exchange for property belonging to the public in Oxford-street; that a valuation of the two properties shall be made by a surveyor appointed by each party, or in case of difference between them, by their umpire; and that the difference between the values of the two properties is to be balanced by a money payment.

14. Have you prepared plans for rebuilding Downing-street?—Yes; these are the plans that were prepared by me last year, and were forwarded to the Board

Mr. *J. Pennethorne.*

10 July 1855.

of Works, on the 15th of January last, and by them to the Treasury; there are six plans: The general outline of the design is proposed to be a quadrangle about 250 feet by 150, entered in the centre through the road parallel with the present return in Downing-street of the Treasury-buildings; around the quadrangle would be the new public offices, the exact appropriation of which may be matter of future determination.

15. Will you state how they are proposed to be appropriated, beginning with those that are proposed for the Foreign Office?—It is proposed in the first instance to build a new Foreign Office, which will stand upon the site of the vacant ground next to the State Paper Office, of three houses fronting the South Parade, and of some houses in Fludyer-street. Afterwards we propose to build the Colonial Office on the site of houses between Fludyer-street and Crown-street, and then, partly upon the vacant ground and the site of other houses in Fludyer-street, a set of offices, which are not yet appropriated. All these buildings may be erected without in any way interfering with the present Colonial Office or Foreign Office; and therefore only one removal will eventually be required from these offices into the new buildings.

16. Do you consider it advantageous that there should be only one removal?—I am told that it is very essential indeed, almost absolutely necessary for the public service, that there should be but one removal; on account not only of the loss of time and the expense attending removals, but because business would be so much interrupted and the books so disarranged, that it might take years to remedy the evils that might arise from several removals.

17. Lord *J. Manners.*] Will these offices be in a line with the Treasury?—The Foreign Office will be in a line with the State Paper Office.

18. *Chairman.*] What is the present state of the Foreign Office?—The Foreign Office at present is in a very dilapidated state; in fact, all the buildings round Downing-square are in a bad state, because their foundations are upon peat, and every one of them has settled very considerably; all the heavy chimneys have sunk, and the walls having been shaken and split by the chimneys, are in such a state that although the houses may stand for some time, and with repair might stand for 20 or 30 years to come, they are not susceptible of alteration, and not worthy of repairs.

19. What period do you contemplate for the erection of the new Foreign Office?—I should hope to get it done within eighteen months or two years.

20. Will you state what other buildings you propose to erect?—On the other side of the quadrangle, after the present Colonial Office and the Foreign Office have been removed, it is proposed to erect additions to the office of the Board of Trade; also an office (and only an office) for the First Lord of the Treasury, instead of an official residence, as he has at present; also a dwelling-house and office for the Chancellor of the Exchequer, with an entrance to it from the Treasury.

21. What is the reason why you give a residence to the Chancellor of the Exchequer and not to the First Lord of the Treasury?—I was directed so to do; it was considered unnecessary to have a residence for the First Lord of the Treasury.

22. Is not it the fact that the Chancellors of the Exchequer have almost invariably resided in their official residences?—I was directed to provide a residence for the Chancellor of the Exchequer, because they almost always require it; their duties are so heavy, keeping them at the House of Commons late in the evening, and requiring them to be early at business in the morning, it is considered necessary that they should live there.

23. Is not it necessary also that there should be some place where the Chancellor of the Exchequer should always be found?—Yes.

24. The official residences appropriated to the first Lord of the Treasury and the Foreign Secretary have rarely been inhabited by them?—I believe that the last two or three First Lords of the Treasury have not lived in their official residences.

25. Mr. *Hayter.*] Was not Lord Grey the last First Lord of the Treasury who lived in his official residence?—Lord Grey or Lord Melbourne.

26. *Chairman.*] Will you proceed with your explanation of the plan?—On the west side of the quadrangle, there is a large mass of buildings proposed for the War Department.

27. That

27. That mass of buildings could be applied to any other office if it were not applied to the War Department?—It is as applicable to any one public office as to another; then in the centre of that side of the quadrangle is a suite of state apartments, or rather of reception rooms, intended for the use of all the Ministers, the upper part of that building being used also for offices in addition to what is proposed for the War Department.

28. Mr. *Disraeli.*] What are the dimensions of those reception rooms?—Some of them would be very large rooms; on the ground floor, there is one large room, several smaller, and a long gallery; the large room is 70 feet long and 35 feet wide; the gallery is about 110 feet long and 20 feet wide, with a staircase opening into it. On the one-pair floor there are five rooms, one of them directly above the great room on the floor below, and of the same dimensions, 70 feet by 35; three of them facing the quadrangle are together 170 feet long by 30 feet wide; there is also the same sized gallery, and of course the same staircase as the floor below.

29. Mr. *Hayter.*] What is the difference in size between the proposed quadrangle and the existing quadrangle?—A very considerable difference, so considerable, that it is almost impossible to compare them. I should think that the proposed quadrangle must be at least five times the area of the present quadrangle; it is, I think about two-thirds the size of the quadrangle of Somerset House.

30. *Chairman.*] Will you proceed to state your estimate for the proposed work?—These plans were sent to the Commissioners of Works and Public Buildings on the 15th of January 1855, and the estimate which accompanied them was a total sum for the cost of the buildings of 435,000 *l.*, and for the cost of the purchases, pavements, and streets, of 150,000 *l.*; the 150,000 *l.* consists of three sums, viz., for the purchase of private property, 86,000 *l.*; for the purchase of property belonging to the Hereditary Land Revenues of the Crown, 54,000 *l.*; and 10,000 *l.* for the pavements and streets.

31. Is the sum that you have put for the Hereditary Land Revenue only for that portion of their property which was originally proposed to be taken?—It is for the portion for which notices were given, and which is included in the first schedule.

32. What do you estimate for the portion now proposed to be taken?—There is a difference between the amount at which I estimate it and the value at which it is estimated by the surveyor of the Land Revenue Commissioners, and it will be arranged by an umpire.

33. Mr. *Wilcox.*] Will you explain how it is that the estimate happens to be unsigned?—Probably because it was given in as an Appendix to a Report that was signed. It forms part of another paper.

34. Have you not also omitted, in your estimate, to give credit for old materials?—I have allowed for them in the general amount as a set-off against the purchases. First of all I put down the cost of the purchases, and then against the cost of the purchases I took credit for the old materials, and that leaves the total sums that I have given of 86,000 *l.* and 54,000 *l.*

35. *Chairman.*] Can you produce the paper containing that calculation?—I have not it here, but I can find it.

36. Lord *J. Manners.*] What do you estimate to be the worth of the old materials?—I do not think they will come to a large sum, but, upon an average, the houses situated in Fludyer-street would be worth 50 *l.* each, the houses in Downing-street 30 *l.* or 40 *l.*; the Chancellor of the Exchequer's houses and the other houses in proportion; the Foreign Office may fetch 150 *l.* or 200 *l.* I am speaking now without paper, but I am not far wrong; old materials sell for very little. As a general rule, the old materials sell for half the rack-rent; that is found from experience to be about what they fetch in the market; of course, supposing that they would be carried away, and not re-used on the spot.

37. Altogether, how much do you estimate that they will be worth?—Without having the calculation before me, I should say that in all probability the value of the old materials would be about 3,500 *l.*

38. *Chairman.*] Will you explain upon what data that opinion is formed?—I would say that the houses might realise 2,500 *l.*; the Foreign Office, 200 *l.*; the Colonial Office, 300 *l.*; the house of the First Lord of the Treasury, 300 *l.*;

Mr. *J. Pennethorne.* and the Chancellor of the Exchequer's house and the fences, and other things, 600 *l.* That, I think, will make 3,900*l.*, in round numbers. That is the result of my experience in sales in Oxford-street, and in all the other public improvements throughout London. In every case we have found that, as nearly as possible, one-half the rack-rent is the value of the materials.

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39. Do you think that that is a safe rule to go by?—It is the result of experience; I could give the exact valuation, but I think that may be sufficiently near.

40. The rack-rent of a house in a favourable position would be no criterion as to the value of the materials?—It would not altogether.

41. *Chairman.*] Have you had great experience in selling old buildings?—I have sold an immense number; I cannot say how many.

42. Would your plan for rebuilding Downing-street in any way interfere with the plan that is proposed for the improvement of Whitehall?—No; in 1822 that improvement was proposed by Sir John Soane; I have kept it in view; and the plan that I have now proposed might carry out Sir John Soane's original views.

43. Will you explain how the views of Sir John Soane may be carried out without any interference from your plans?—The original intention of Sir John Soane, as shown by the book I now produce, which was published by himself, was to erect over Downing-street a triumphal arch, and to make on the south side of that triumphal arch buildings to correspond with the present Treasury buildings; and the plan that I have proposed would not interfere with that, but would rather lead to the carrying of it out.

44. Lord *J. Manners.*] Do you bring the proposed office facing the south, on a line with the Treasury buildings or not?—No; I have not brought it out to that line; at present I have left a space so as to allow it to be brought out, if at any future period it should be deemed right to do so. At the present time, I have confined myself entirely to the ground to which the present Act of Parliament would refer; but I have made the centre of the quadrangle and the centre of the approach so as exactly to work out with the extension of the Treasury building, if that should hereafter be thought desirable.

45. *Chairman.*] The carrying out of your plan in no way requires that extension?—It does not require it, nor does it militate against it.

46. Mr. *Disraeli.*] You have described the state of the Foreign Office; is the state of the other public offices very similar to that of the Foreign Office?—The Colonial Office is in a worse state, and even in the house of the First Lord of the Treasury, which apparently looks outside very strong, the walls are settled more than in any of the other offices; it was built in the time of Charles the Second, and the upper part is quite in a dilapidated state.

47. Mr. *Hayter.*] Is the staircase of the Treasury actually now propped up with posts?—I cannot tell; I have not observed the staircase of the Treasury.

48. Lord *J. Manners.*] Is it not the fact that there is a sewer under the dining-room?—The dining-room is built over the kitchen, and I have been told that the sewer runs quite close to it; all these buildings are built upon peat.

49. *Chairman.*] Are you aware that it is impossible to keep books in the Colonial and Foreign Offices?—At one time they attempted to put books there, and were obliged to take them away again. The Foreign Office is now propped or tied up in various parts.

50. Are you aware that complaints have been made of the unhealthy state of the lower rooms, especially during the prevalence of the cholera?—It is quite impossible for anybody to go into the lower rooms of the Foreign Office, which are now occupied by bookbinders and printers, and lighted with gas, without seeing at once that they are improper places for workmen to be in; they are close and dark, badly ventilated, and improper in every respect.

51. Mr. *Disraeli.*] Will not your foundation be still upon peat under the new system?—No; because I propose to dig out the peat and replace it by a bed of concrete, as was done in the State Paper Office.

52. Has it been successful there?—Yes, perfectly so.

53. *Chairman.*] Have you prepared elevations of these buildings?—Yes, I have.

54. Will you show them to the Committee?—This is the first (*producing the same*); it is a general perspective view, showing the State Paper Office on the extreme left, and on the extreme right the present Treasury and Whitehall Chapel, the new buildings extending between them. Mr. *J. Pennethorne.* 10 July 1855.

55. Mr. *Hayter.*] Will it not be advisable that the State Paper Office should be raised a storey?—It would. This drawing, I believe, is correct in perspective; it shows the relative heights of the buildings; and according to this it would be advisable that the State Paper Office should be raised; probably some time or other it will be done; I have also a geometrical drawing of the park front of the new buildings (*producing the same*), which shows the details, and another elevation showing the front towards the quadrangle.

56. *Chairman.*] Is that the southern front?—The new Foreign Office would face the north, and the other buildings would face the west; this other drawing shows the western side of the quadrangle; the estimate is made for a stone front; the Foreign Office will be a totally distinct building; this other drawing is the elevation of it (*producing the same*).

57. You have not the State Paper Office in that plan?—No, it is not shown.

58. Is there a residence provided for the Secretary of State in the Foreign Office?—No, there is not.

59. Mr. *Hayter.*] What is the State Paper Office used for?—It is still used as a State Paper Office.

60. *Chairman.*] How many dining-rooms will there be in your proposed plan?—There are several of the rooms which I did not mention, that will be large enough for small dinner parties.

61. Mr. *Disraeli.*] But only one room large enough for a large dinner party?—There is more than that on each floor; on the ground-floor, at the back of the large room, there are other rooms 30 feet long and 20 feet wide, large enough for small parties. The large room itself is large enough for any party; on the one-pair floor there are five very large rooms; one room is 70 feet long, the next is 60, and the third must be also full 60 feet long.

62. Mr. *Hayter.*] Is that building brought further forward than the existing building?—It is brought exactly to the present line.

63. Will you explain that upon the plan?—(*The Witness explained the same.*)

64. Lord *J. Manners.*] Will there be a parapet upon the top?—I have not shown one in the design.

65. Is there a parapet in the existing building, facing Whitehall?—There are two wings, and a balustrade running along the top between them.

66. *Chairman.*] Were you rightly understood to say that you could not give at present a more detailed estimate than you have already given of the value of the old materials?—I should have to go home to look at my papers before I could do so; but I am quite sure that the result would not differ to any extent, one way or the other, from what I have stated.

67. Mr. *Disraeli.*] Have you formed your estimate upon the principle of taking half the rack-rent as the value of the old materials, without going into details?—I know the houses perfectly; I know the size of them, and I know what houses of that description usually fetch, when sold by auction to be pulled down.

68. Mr. *Hayter.*] Would there be any difficulty, in the event of the State Paper Office being raised, in making an arch from that to the Foreign Office?—It would be perfectly practicable.

Mr. *Augustus Granville Stapleton*, called in; and Examined.

69. *Chairman.*] DO you desire to say anything to the Committee upon the subject of your petition?—I am not prepared at this moment to exhibit anything to the Committee, as I did not know till this morning that this Committee would sit to-day; but I expected that when the Committee had decided upon my petition, I should be summoned, and then I should have come with the architect, and we should have shown the plans we have prepared to the Committee. All we solicit is permission to be allowed to show the plans and the means we propose Mr. *A. G. Stapleton.*

Mr *A. G. Stapleton.*

10 July 1855.

for carrying them out; they are more extensive, I believe, than those which have been submitted to the Committee.

70. Have you them with you?—I have not them with me; I only knew at 12 o'clock that the Committee met to-day; I received no notice of it. I have been watching for the meeting of the Committee, in order that I might bring these plans before them. At any day or any hour that the Committee will name, of course the plans and the architect will be forthcoming, and the architect will explain the plans to the Committee; all that I solicit is, that they may be seen to be fairly judged of. Sir William Molesworth has seen them already; they were taken to him first.

APPENDIX.

Downing-street Improvement and Public Offices Extension.

The providing proper accommodation for the Foreign and Colonial Departments, by the erection of suitable offices on the vacant ground in Downing-street and in St. James's Park, formed the subject of inquiry before a Select Committee of the House of Commons, which sat in the year 1839.

In the Report of that Committee, dated 29th July 1839, it is stated, "That it appears to "this Committee, from the evidence they have taken, and also from their own personal "inspection, that the buildings now occupied by the Foreign Office and the Colonial Office, "consisting originally of eight private houses, are inadequate to the present extent of public "business, in parts unsafe, and generally in such a state of dilapidation as to render it inex- "pedient to expend any large sum upon their substantial repair." "That it is expedient to "build a new Foreign Office and a new Colonial Office, and that such buildings ought to "provide adequate fire-proof depositories for the public papers of the said departments." "That, subject to the consent and approbation of Her Majesty, an area may be now "obtained from the Park, consisting in great part of an enclosed space, to which the public "have at present no admission, which area would afford an adequate site for the erection of "a new Foreign Office and a new Colonial Office."

"That it is expedient that any building to be erected for the Foreign Office and the "Colonial Office shall form part of a general plan for the occupation of the whole area "comprehended in Downing-street, Fludyer-street, and the said portion of the Park, with "a view to the propriety of providing for the future accommodation of other public offices, "at present occupying apartments inadequate to their wants, located at an inconvenient "distance, and for which rent is now paid."

Since the year 1839, this subject has been, at various times, under the consideration of the Government; the buildings occupied by the Foreign and Colonial Departments have become more unsafe and dilapidated notwithstanding the repairs which have been made; they are now totally inadequate to afford the necessary accommodation, and the Foreign Office especially requires to be immediately and considerably extended, either by temporary or by permanent buildings.

By direction of the Chief Commissioner of Her Majesty's Works, &c., a survey was recently made of the Foreign and Colonial Offices, and also of the other buildings between Downing-street and the Treasury Chambers. The officers of the Board of Works who were employed in making it, namely, Mr. Inman and Mr. Phipps, are of opinion that the rooms in the Foreign and Colonial Offices, with the exception of a few apartments on the principal floors, are unfit for office purposes, on account of the smallness of their size, the difference in the levels of the floors, and other disadvantages. They further state, that some of the buildings are very inferior in character; that the walls, having in places been cut through for the purpose of forming communications, have become weakened; that there are considerable settlements in portions of the buildings, and where these have taken place it has been necessary, in order to render the buildings safe for habitation, to have recourse extensively to the use of iron ties, suspension rods, and shoring; that in consequence of the sinking of the floors of the rooms in which the books and papers were formerly kept, it has been found necessary to remove them into rooms and vaults in the basement, the latter of which are particularly unhealthy and inconvenient for the workmen employed in printing and bookbinding. They also state, that the principal apartments of the Foreign Office are unsafe, and obliged to be supported by shores whenever used for large parties; that within the last 10 years a subsidence took place in the foundation of that portion of the building in which the Cabinet Councils are held, which rendered necessary the reconstruction of one of the walls on a new foundation, and that considerable expense has been incurred from time to time in the maintenance of the buildings, and in adapting them for the requirements of the departments. Mr. Inman and Mr. Phipps report also respecting the official residences of the First Lord of the Treasury and of the Chancellor of the Exchequer, that, notwithstanding the fronts towards the Park have been rebuilt, the buildings are old, and

Appendix.

were built probably about 200 years ago; and that several of the large chimney stacks have settled, causing settlements in the internal walls. And these gentlemen state, lastly, their opinion with regard to all the buildings referred to, that it would be more beneficial to the public service to pull them down and to construct in their place new offices planned to meet the wants of each department, than to incur any further considerable outlay in adding to or altering the existing structures.

The aforementioned facts, with the pressing demands of the Foreign Department and of the Board of Trade for increased accommodation, appeared to the Chief Commissioner of Works to render it necessary that measures should be taken without further delay for giving effect to the recommendations of the Select Committee of 1839, in so far as they relate to providing new offices for the Foreign and Colonial and other Departments on the vacant ground in Downing-street; but he was of opinion that the plans laid before that Committee, if carried out, would not furnish all the official accommodation which at the present time it is expedient to provide in the locality, and that the proposal to appropriate a portion of St. James's Park to building purposes would be very objectionable, and one which ought not to be entertained while sufficient ground can be obtained by purchase in the immediate neighbourhood. The Chief Commissioner, therefore, thought it right to cause new plans to be prepared by Mr. Pennethorne, the architect of his department, for buildings to be erected upon the site recommended by the Committee of 1839, with the exception of the portion proposed to be obtained by the curtailment of St. James's Park. The Chief Commissioner also directed the plan of the new offices to be so arranged that they might be built progressively, and that each might be completed, and made fit for occupation before the department for which it was intended should be required to remove from any part of their present offices; because even one removal of an important public office is found to be very inconvenient to the public service, but by more than one removal, or by several partial removals, the expense would be much increased; the documents would be thrown into extreme confusion; great loss of time would be occasioned; many delays in business would arise, and arrears might be created that it would require years to recover. The block plans annexed hereto show that the architect to fulfil these instructions has proposed to build round Downing-street, to convert it into a quadrangle 250 feet long by 155 feet wide, and to place the centre of the west side of the quadrangle directly opposite the approach from Whitehall.

By arranging the offices round an enclosed quadrangle, the privacy desirable for the transaction of the business of public departments would be best provided for, and the new offices would be built without any very considerable interruption or inconvenience to the business of the departments. To obtain sites for these new buildings it would be necessary to purchase the houses in Fludyer-street and Crown-street, as recommended by the Committee of 1839; and also to build upon the greater portion of the private garden west of the Treasury Chambers, now attached to the official residences; but St. James's Park would not be encroached upon. The block plans annexed hereto explain the general principles of the design.

The total cost of the undertaking, including the erection of the buildings, the purchasing of the properties, and a sum of 25,000 *l.* for fittings, would be 585,000 *l.* according to the estimate of the architect annexed hereto, that sum being inclusive of a sum of 54,000 *l.* for purchase of the properties part of the Land Revenues of the Crown.

The amount of funds required to be voted annually would depend on the expedition with which it might be deemed expedient to carry on the works in question. The more rapidly they are executed the better it would be for the public service, as far as the departments affected are concerned. It is proposed to commence immediately with the Foreign Office, on account of the dilapidated condition of the present building, the great inconvenience experienced by that department in the transaction of their business for want of space, and the greater facility of obtaining the site, part of which is now vacant. For the execution of this work, a vote of 90,000 *l.* would be wanted this year, the estimated cost of the new Foreign Office being 60,000 *l.*, and the sum required for the purchase of property being 30,000 *l.*

William Molesworth.

ESTIMATES of the Cost of acquiring Sites and Erecting New Public Offices, according to Plans, dated 15 January 1855.

Appendix.

Cost of Erecting the Public Offices.

Number of Block.	OFFICE.	Estimated Cost.	—	—
		£.	£.	£.
1	Additions to the Board of Trade	35,000		
2 and 3	Office of the First Lord of the Treasury, and residence for the Chancellor of the Exchequer, with offices for the Treasury over the first named	60,000		
4	Office for the Minister of War	67,000		
5	State apartments for the use of all the Ministers on the three first stories; the two upper stories being apportioned between the War and the Foreign Departments	95,000		
6	The Foreign Office	60,000		
7	The Colonial Office	45,000		
8	Unappropriated offices	48,000		
			410,000	
	All the above eight estimates include an addition to the cost of the buildings of 10 per cent. for contingencies; but they do not include fixtures and fittings, which cannot be estimated, but for which an addition is suggested of not less than		25,000	435,000
	Cost of Purchasing Properties for Sites:			
	16 Houses on the south side of Fludyer-street	86,000		
	5 „ in Crown-street, with back workshops			
	3 „ in Crown-street, the lessees interest only, the freehold being in the Crown			
	2 „ Nos. 6 and 7, King-street			
	7 „ Nos. 7 to 13, Lower Crown-street, with buildings behind			
	3 „ and vacant ground in Crown-street, the vacant ground in Downing-street, and the Foreign Office—the freeholds of the Land Revenues	54,000		
			140,000	
	Pavements, Roads, &c.		10,000	
				150,000
		TOTAL £.		585,000

N. B.—If any unforeseen difficulty should arise in regard to the foundations, it would be necessary to incur additional expense.

Appendix.

REPORT of Mr. *Inman* and Mr. *Phipps*.

In pursuance of the Board's order, of the 5th instant, to survey and report on the present condition of the buildings used for the Foreign Office and the Colonial Office in Downing-street, we have to state, that these buildings have from time to time required a considerable expenditure, both for the maintenance of the fabric, and for adapting them for the public service, by extensive alterations; that within the last 10 years a subsidence of the foundation of that portion of the building in which the Cabinet Council assembles, caused a fracture of part of the front wall, requiring it to be rebuilt upon a newly constructed foundation; there are considerable settlements in other parts, which are only rendered habitable by extensive iron ties, suspension rods, and shoring.

For several years past, precautions have been necessary to prevent the floors being loaded with masses of books and papers, of which the heaviest are obliged to be kept in the basement story in unsuitable apartments, in consequence of the sinking of the floors, of rooms in which they were formerly deposited.

The Colonial Office consists of two houses, and the Foreign Office of five or six houses, the walls of which have been cut through in order to form communications, and thereby weakened; the floors are at different levels, with many other inconveniences and disadvantages; some of these houses are of very inferior character, and the rooms of small dimensions, and with the exception of a few apartments on the principal, floors are unfit for public offices.

The major part of these buildings are very old, they have been partly new fronted and modernised; but their present condition is such as, in our opinion, would not warrant any further considerable outlay, and if extensive alterations should become necessary for official purposes, we consider that it will be more beneficial for the public service, and a wise economy, to pull down all these houses, and to construct an entirely new building, fitly planned for the requirements of each department.

(signed) *W. S. Inman.*
John Phipps.

Office of Works, &c.,
19 October 1854.

DOWNING STREET

FLUDYER STREET

UPPER CROWN STREET

LOWER CROWN STREET

SAYS ALLEY

CROWN YARD

KING STREET

PARLIAMENT STREET

WHI

H PARADE

No 13

No 14

No 12

No 11

No 10

No 16

No 15

No 8

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No 382. Ordered by The House of Commons to be printed 10th July, 1855

Henry Hansard Printer.

DOWNING STREET PUBLIC OFFICES EXTENSION.

BLOCK PLAN

Shewing the Situations &c.

OF THE

PROPOSED NEW BUILDINGS.

HOME OFFICE

TREASURY

TREASURY CHAMBERS

OFFICE & RESIDENCE OF THE CHANCELLOR OF THE EXCHEQUER

OFFICE OF THE FIRST LORD OF THE TREASURY

WAR OFFICE

BOARD OF TRADE

ADDITION TO THE BOARD OF TRADE

PRIVY COUNCIL

WHITEHALL

Quadrangle 250 ft. by 150 ft.

MINISTERIAL RECEPTION ROOMS

PUBLIC OFFICES AT PRESENT UNAPPROPRIATED

FLUDYER STREET

STATE PAPER OFFICE

FOREIGN OFFICE

COLONIAL OFFICE

Area

Area

UPPER CROWN STREET

LOWER CROWN STREET

PARLIAMENT STREET

DOWNING STREET PUBLIC OFFICES,

EXTENSION.

All the Properties indicated by this Plan are within the
PARISH of S^t MARGARET, WESTMINSTER,
IN THE COUNTY OF MIDDLESEX.

BLOCK PLAN

SHEWING THE SITUATIONS
OF THE
PROPOSED NEW BUILDINGS.

HOME OFFICE
TREASURY CHAMBERS
TREASURY
PROPOSED OFFICE AND RESIDENCE OF THE CHANCELLOR OF THE EXCHEQUER
PROPOSED OFFICE OF THE FIRST LORD OF THE TREASURY
BOARD OF TRADE
PROPOSED ADDITION TO THE BOARD OF TRADE
PRIVY COUNCIL
PROPOSED WAR OFFICE
PROPOSED MINISTERIAL RECEPTION ROOMS
DOWNING STREET
PROPOSED PUBLIC OFFICES AT PRESENT UNAPPROPRIATED
FLUDYER STREET
SOUTH PARADE
STATE PAPER OFFICE
PROPOSED FOREIGN OFFICE
PROPOSED COLONIAL OFFICE
CROWN YARD

REPORT

FROM THE

SELECT COMMITTEE

ON

DOWNING-STREET PUBLIC OFFICES EXTENSION BILL;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

PROCEEDINGS OF THE COMMITTEE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
10 *July* 1855.

[*Price* 1 *s.* 2 *d.*]

382.

Under 8 *oz.*

REPORT

FROM THE

COMMITTEE

UPON

EXPIRING LAWS:

FOR THE

III^{D} Session—XVITH Parliament of the United Kingdom of GREAT BRITAIN and IRELAND.

(18 VICTORIA, 1855.)

Ordered, by The House of Commons, *to be Printed,*
29 *March* 1855.

Martis, 20° *die Martii*, 1855.

Ordered, THAT a Committee be appointed to inquire what Temporary Laws of a Public and General Nature are now in force, and what Laws of the like nature have expired since the last Report upon the subject; and also, what Laws of the like nature are about to expire at particular periods, or in consequence of any contingent public event; and to report the same, and their Observations thereupon, to The House;—and that the Committee do consist of—

Mr. Wilson,	Mr. Hayter,
Mr. Bouverie,	Mr. Peel,
Mr. Attorney-General,	Mr. William Williams,
Mr. Solicitor-General,	Mr. Horsman,
Mr. Cowper,	Sir Benjamin Hall,
Mr. Freshfield,	Viscount Duncan.

Ordered, THAT the Committee have power to send for Persons, Papers and Records.

Ordered, That THREE be the Quorum of the Committee.

REPORT.

THE SELECT COMMITTEE appointed to inquire what TEMPORARY LAWS of a Public and General Nature ARE NOW IN FORCE, and what Laws of the like nature HAVE EXPIRED since the last Report upon the subject; and also, what Laws of the like nature ARE ABOUT TO EXPIRE at particular Periods, or in consequence of any Contingent Public Event; and to report the same, with their Observations thereupon, to The HOUSE:—

HAVE considered the Matters to them referred, and agreed to the following Report.

29 *March* 1855.

LIST.

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REGISTER OF TEMPORARY LAWS NOW IN FORCE.

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*
1. BANK of ENGLAND INCORPORATION.	5,6 W.&M.	20, §20. 21.	7 Nov. 1693.	For granting to their Majesties several Rates and Duties upon Tonnage of Ships and Vessels, and upon Beer, Ale, and other Liquors; for securing certain Recompences and Advantages, in the said Act mentioned, to such Persons as shall voluntarily advance the Sum of £.1,500,000. towards the carrying on the War against France.	
	8, 9 W. 3.	20, §26. 27.			
	N. B. This Corporation further continued by successive Acts down to				
	4,5 W. 4.	80.	14 Aug. 1834.	Bank continued as a Corporation - - -	Till Redemption by Parliament of £. 4,080,000 Reduced 3 per Cents.
				Note.—As to the Bank of England Privileges, *see* No. 10.	
2. BANK of IRELAND.	Acts of the Parliament of Ireland.				
	21,22 Geo. 3.	16.	1781.	For establishing a Bank, by the Name of The Governor and Company of the Bank of Ireland.	
	amended by				
	31 Geo. 3.	22.			
	37 Geo. 3.	50.			
	Acts of the United Parliament.				
	48 Geo. 3.	103.			
	1,2 Geo. 4.	72.			
	3 Geo. 4.	26.			
	7 Will. 4. & 1 Vict.	59.			
	1, 2 Vict.	81.			
	2, 3 Vict.	91.			
	3, 4 Vict.	75.			
	8, 9 Vict.	37.	21 July 1845.	Bank of Ireland continued as a Corporation, and may be dissolved,	After 1 January 1855, on Twelve Months' Notice, and repayment of Debt due from the Public to the Bank.

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
3. CHURCHES.	58 Geo. 3.	45.	30 May 1818.	For building, and promoting the building, of Additional Churches in populous Parishes.		
	continued					
	17,18 Vict.	14.	12 May 1854.	Commission continued until - - - -	20 July, unless Commission sooner revoked by Her Majesty.	1856
4. ASSESSED TAXES (Great Britain).	59 Geo. 3.	51.	2 July 1819.	To relieve Persons compounding for their Assessed Taxes from an Annual Assessment.	5 April	1856
	amended					
	1 Geo. 4.	73.				
	continued & amended			*See* 16 & 17 Vict. c. 90, and 17 & 18 Vict. c. 1.		
	8, 9 Vict.	36.				
	13, 14 Vict	96.	14 Aug. 1850.			
5. FOREIGN TRADE.	59 Geo. 3.	54.	2 July 1819.	To carry into effect a Convention of Commerce concluded between His Majesty and the United States of America, and a Treaty with the Prince Regent of Portugal.	Duration of Treaty with any Foreign Power, containing Reciprocity Provision.	
	explained & extended					
	8, 9 Vict.	90.	4 Aug. 1845.			
6. HIGHLAND ROADS and BRIDGES (Scotland).	4 Geo. 4.	56.	8 July 1823.	For maintaining in repair the Military and Parliamentary Roads and Bridges in the Highlands of Scotland; and also certain Ferry Piers and Shipping Quays erected by the Commissioners for Highland Roads and Bridges.	24 July and END of then NEXT SESSION.	1864
	amended					
	5 Geo. 4.	38.				
	amended and continued by					
	3, 4 Will. 4.	33.	24 July 1833.			
	extended					
	11, 12 Vict.	40.	14 Aug. 1848.			
	14, 15 Vict	66.	7 Aug. 1851.			
7. COAL TRADE (PORT OF LONDON)	1, 2 Will. 4.	lxxvi.	Local.	For regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire and Berkshire.	5 July	1862
	continued					
	8, 9 Vict.	101.	4 Aug. 1845.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
8. WEST INDIES RELIEF.	2,3 W.4 extended to Dominica	125.	16 Aug. 1832.	For enabling His Majesty to direct the Issue of Exchequer Bills, to a limited Amount, for the Purposes and in the Manner therein mentioned, and for giving Relief to Trinidad, British Guiana and Saint Lucia.		
	5,6 W.4. amended by	51.		Powers of Commissioners continued - -	Until Loan of £.995,000 under the Act shall have been advanced, or the Commissioners of Her Majesty's Treasury shall sooner determine.	
	7, 8 Vict.	17.				
	8, 9 Vict.	50.				
	11, 12 Vict.	38.	14 Aug. 1848.			
9. EAST INDIA COMPANY'S DIVIDEND.	3,4 Will. 4. amended by	85.	28 Aug. 1833.	For effecting an Arrangement with the East India Company, and for the better Government of His Majesty's Indian Territories.		
	16,17 Vict.	95.	20 Aug. 1853.	3 & 4 Will. 4, c. 85, § 12. Dividend out of Revenues of Territories retained, subject to Redemption by Parliament (on 12 Months' notice) upon and at any time after - -		
				§ 13. If the Company be deprived of the Government of India on or after 30th April 1854, they may (within one year) demand Redemption of the Dividend, and Dividend must be redeemed within three years after such demand.	30 April	1874
10. BANK OF ENGLAND PRIVILEGES.	3,4 W.4. amended by	98.	29 Aug. 1833.	For giving to the Corporation of the Governor and Company of the Bank of England certain Privileges for a limited Period, under certain Conditions.	Determinable on 12 Months' Notice, after 1 August and on Repayment of the Debt due from the Public to the Bank.	1855
	7, 8 Vict.	32.				
11. LINEN, HEMPEN, COTTON and other MANUFACTURES (Ireland)	5, 6 Will. 4. amended	27.	21 Aug 1835.	To continue and amend certain Regulations for the Linen and Hempen Manufactures in Ireland.	24 July	1859
	3, 4 Vict. continued and amended.	91.	10 Aug. 1840.	For the more effectual Prevention of Frauds and Abuses committed by Weavers, Sewers and other Persons employed in the Linen, Hempen Union, Cotton, Silk and Woollen Manufactures in Ireland, and for the better Payment of their Wages, for One Year, and from thence to the End of the then next Session of Parliament.		
	5, 6 Vict.	68.				
	7, 8 Vict.	47.				
	17, 18 Vict.	46.	24 July 1854.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
12. CIVIL LIST.	1, 2 Vict.	2.	23 Dec. 1837.	For the Support of Her Majesty's Household, and of the Honour and Dignity of the Crown of the United Kingdom of Great Britain and Ireland - - - - - -	6 Months after the Death of Her Majesty.	
13. PRISONS (Scotland).	2, 3 Vict. continued and amended	42.	17 Aug. 1839.	To improve Prisons and Prison Discipline in Scotland.	1 January and END of then NEXT SESSION.	1861
	*7, 8 Vict. and amended	34.	19 July 1844.	* Note.—The Title of this Act differs from the enacting Clause § 32, as to its duration.		
	14, 15 Vict.	27.	24 July 1851.			
14. OATHS, UNLAWFUL. (Ireland).	2, 3 Vict. continued and amended	74.	24 Aug. 1839.	To extend and render more effectual an Act [4 Geo. 4, c. 87] to amend an Act [50 Geo. 3, c. 102] for preventing the administering and taking unlawful Oaths in Ireland.	1 August and END of then NEXT SESSION.	1856
	8, 9 Vict.	55.	31 July 1845.			
	11, 12 Vict. continued	89.	31 Aug. 1848.			
	14, 15 Vict.	48.	1 Aug. 1851.			
15. POOR'S RATES STOCK IN TRADE EXEMPTION.	3, 4 Vict. continued	89.	10 Aug. 1840.	To exempt Inhabitants of Parishes, Townships, and Villages from liability to be rated as such, in respect of Stock in Trade or other Property, to the Relief of the Poor, until - - -	1 October	1855
	17, 18 Vict.	66.	31 July 1854.			
16. LOAN SOCIETIES.	3, 4 Vict. continued	110.	11 Aug. 1840.	To amend the Laws relating to Loan Societies.	1 October and END of then NEXT SESSION.	1856
	16, 17 Vict.	109.	20 Aug. 1853.			
17. SURVEY of GREAT BRITAIN.	4, 5 Vict.	30.	21 June 1841.	To authorize and facilitate the Completion of a Survey of Great Britain, Berwick-upon-Tweed and the Isle of Man.	31 December	1856
	14, 15 Vict.	22.	24 July 1851.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
18. HIGHWAY RATES. (E.)	4, 5 Vict. continued	59.	22 June 1841.	To authorize the Application of a Portion of the Highway Rates to Turnpike Roads, in certain Cases.	1 October and END of then NEXT SESSION.	1860
	17, 18 Vict.	52.	31 July 1854.			
19. INCOME TAX.	16, 17 Vict.	34.	28 June 1853.	For granting to Her Majesty Duties on Profits arising from Property, Professions, Trades and Offices.	6 April, except as to Arrears, &c.	1860
	17, 18 Vict.	24.	16 June 1854.	For granting to Her Majesty an increased Rate of Duty on Profits arising from Property, Professions, Trades and Offices.	During the present War, and until the 6th April after the Ratification of a definitive Treaty of Peace; but if such Ratification take place before 6 April 1859, then from 6 April next after the Ratification, the Duties granted by the Act 16 & 17 Vict. c. 34, to revive during the remainder of the Term therein limited.	
20. LUNATIC ASYLUMS (Ireland).	5, 6 Vict. continued	123.	12 Aug. 1842.	For amending the Law relating to Private Lunatic Asylums in Ireland.	31 July and END of then NEXT SESSION.	1855
	14, 15 Vict.	45.	1 Aug. 1851.			
21. APPREHENSION OF OFFENDERS (France).	6, 7 Vict. amended by	75.	22 Aug. 1843.	For giving Effect to a Convention between Her Majesty and the King of the French for the Apprehension of certain Offenders.	Continuance of said Convention.	
	8, 9 Vict.	120.	8 Aug. 1845.			
22. APPREHENSION OF OFFENDERS (America).	6, 7 Vict. amended by	76.	22 Aug. 1843.	For giving Effect to a Treaty between Her Majesty and the United States of America for the Apprehension of certain Offenders.	Continuance of Tenth Article of said Treaty.	
	8, 9 Vict.	120.	8 Aug. 1845.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
23. COURTS MARTIAL (East Indies).	7, 8 Vict.	18.	6 June 1844.	To remove Doubts as to the Power of appointing, convening and confirming the Sentences of Courts Martial in the East Indies.	During the continuance of any Act for punishing Mutiny and Desertion, &c.	
24. DUCHY OF CORNWALL.	7, 8 Vict.	65.	6 Aug. 1844.	To enable the Council of His Royal Highness Albert Edward Prince of Wales to sell and exchange Lands and enfranchise Copyholds, Parcel of the Possessions of the Duchy of Cornwall, to purchase other Lands, and for other Purposes.	Certain Provisions continue during Minority of the Prince of Wales.	
25. NAVAL MEDICAL SUPPLEMENTAL FUND SOCIETY.	9, 10 Vict.	69.	26 Aug. 1846.	To authorize an Alteration of the Annuities and Premiums of the Naval Medical Supplemental Fund Society.	14 August and END of then NEXT SESSION.	1858
	continued					
	11, 12 Vict.	58.	14 Aug. 1848.			
26. POOR LAWS (Ireland).	10, 11 Vict.	90.	22 July 1847.	To provide for the Execution of the Laws for Relief of the Poor in Ireland.		
	amended					
	14, 15 Vict.	68.				
	continued					
	17, 18 Vict.	63.	31 July 1854.	As to appointment of Commissioners, &c.	23 July and END of then NEXT SESSION.	1859
27. ECCLESIASTICAL JURISDICTION.	10, 11 Vict.	98.	22 July 1847.	To amend the Law as to Ecclesiastical Jurisdiction in England.		
	continued					
	17, 18 Vict.	65.	31 July 1854.	As to certain Provisions - - - -	1 August and END of then NEXT SESSION.	1855
28. POOR LAW.	10, 11 Vict.	109.	23 July 1847.	For the Administration of the Laws for Relief of the Poor in England.		
	continued					
	17, 18 Vict.	41.	24 July 1854.	As to appointment of Commissioners, &c.	23 July and END of then NEXT SESSION.	1859

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
29. CRIME AND OUTRAGE (Ireland).	11, 12 Vict.	2.	20 Dec. 1847.	For the better Prevention of Crime and Outrage in certain Parts of Ireland.	31 August	1855
	continued					
	17, 18 Vict.	92.	10 Aug. 1854.			
30. PUBLIC HEALTH.	11, 12 Vict.	63.	31 Aug. 1848.	For promoting the Public Health.		
	17, 18 Vict.	95.	10 Aug. 1854.	Temporary as to appointment of General Board of Health - - - - -	10 August and END of then NEXT SESSION.	1855
31. SHEEP AND CATTLE (Diseased).	11, 12 Vict.	107.	4 Sept. 1848.	To prevent the spreading of contagious or infectious Disorders among Sheep, Cattle and other Animals.	1 September and END of then SESSION.	1856
	extended and continued					
	16, 17 Vict.	62.	4 Aug. 1853.			
32. POOR LAW UNION CHARGES.	11, 12 Vict.	110.	4 Sept. 1848.	To alter the Provisions relating to the Charges for the Relief of the Poor in Unions.		
	amended and continued					
	12, 13 Vict.	103.	1 Aug. 1849.			
	continued (except as to Provisions repealed)			Temporary as to certain Provisions.		
	17, 18 Vict.	43.	24 July 1854.	- - - - - - - - - -	30 September and END of then NEXT SESSION.	1855
33. SEWERS, METROPOLITAN.	11, 12 Vict.	112.	4 Sept. 1848.	To consolidate and continue in Force for Two Years, and to the End of the then next Session of Parliament, the Metropolitan Commissions of Sewers.	31 August	1855
	amended					
	12, 13 Vict.	93.				
	amended and continued					
	14, 15 Vict.	75.				
	15, 16 Vict.	64.				
	16, 17 Vict.	125.				
	17, 18 Vict.	111.	11 Aug. 1854.			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
34. SAVINGS BANKS (Ireland).	11, 12 Vict.	133.	5 Sept. 1848.	To amend the Laws relating to Savings Banks in Ireland.	1 January and END of then NEXT ENSUING SESSION.	1858
	continued					
	17, 18 Vict.	50.	24 July 1854.			
35. APPREHENSION OF DESERTERS (Portugal).	12, 13 Vict.	25.	26 June 1849.	For giving Effect to the Stipulations of a Treaty between Her Majesty and the Queen of Portugal, for the Apprehension of certain Deserters.	Continuance of Treaty.	
36. INCUMBERED ESTATES (Ireland).	12, 13 Vict.	77.	28 July 1849.	Further to facilitate the Sale and Transfer of Incumbered Estates in Ireland.		
	amended and continued					
	16, 17 Vict.	64.	15 Aug. 1853.	As to applications for sales - - -	28 July	1855
				As to appointment of Commissioners, &c. -	15 Aug. and END of then NEXT SESSION.	1857
37. ALTERATIONS IN PLEADINGS.	13, 14 Vict.	16.	31 May 1850.	To enable the Judges of the Courts of Common Law at Westminster to alter the Forms of Pleading.	31 May	1855
38. INSPECTION OF COAL MINES.	13, 14 Vict.	100.	14 Aug. 1850.	For Inspection of Coal Mines in Great Britain.	14 August and END of then NEXT SESSION.	1855
39. FRIENDLY SOCIETIES and INDUSTRIAL SOCIETIES.	13, 14 Vict.	115.	15 Aug. 1850.	To consolidate and amend the Laws relating to Friendly Societies.		
	continued and amended					
	15, 16 Vict.	65.	30 June 1852.			
	extended to other Societies			*See* 17 & 18 Vict. c. 56.	1 October and END of then NEXT SESSION.	1855
	15, 16 Vict.	31.	30 June 1852.			
	amended					
	17, 18 Vict.	25.				
	continued					
	17, 18 Vict.	101.	10 Aug. 1854.	To legalise the formation of Industrial and Provident Societies - - - -		

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
40. COPYHOLD INCLOSURE and TITHE COMMISSIONS.	14 15 Vict.	53.	1 Aug. 1851.	To consolidate and continue the Copyhold and Inclosure Commissions, and to provide for the Completion of Proceedings under the Tithe Commutation Acts. Temporary as to appointment of Commissioners, &c.	1 August and END of then NEXT SESSION.	1854
	continued					
	16 17 Vict.	124.	20 Aug. 1853.			
41. LANDS CLAUSES CONSOLIDATION (Ireland).	14, 15 Vict.	70.	7 Aug. 1851.	To alter and amend certain Provisions of the Lands Clauses Consolidation Act, 1845, so far as relates to Ireland.	7 August and END of then NEXT SESSION.	1856
42. COAL-WHIPPERS. (Port of London.)	14, 15 Vict.	78.	7 Aug. 1851.	To continue and amend an Act for establishing an Office for the Benefit of the Coalwhippers of the Port of London.	1 January and END of then NEXT SESSION.	1856
43. EPISCOPAL and CAPITULAR ESTATES MANAGEMENT.	14, 15 Vict.	104.	8 Aug. 1851.	To facilitate the Management and Improvement of Episcopal and Capitular Estates in England.	12 August	1856
	continued and amended					
	17, 18 Vict.	116.	11 Aug. 1854.			
44. MUTINY ACT (Army).	16, 17 Vict.	9.	18 Mar. 1853.	For punishing Mutiny and Desertion, and for the better Payment of the Army and their Quarters.		
	17, 18 Vict.	4.	23 Mar. 1854.	Continuance: In Great Britain - - - -	25 April	1855
				- - - - Ireland, Jersey, Guernsey, Alderney, Sark and Isle of Man	1 May	
				- - - - Gibraltar, the Mediterranean, Spain and Portugal - -	1 August	
				- - - - Elsewhere in Europe, and in the West Indies and America -	1 Sept.	
				- - - - Cape of Good Hope, Isle of France or Mauritius, St. Helena, and Western Coast of Africa - - - - -	1 January	1856
				- - - - Elsewhere - - - - -	1 February	1857
45. INSURANCES ON LIVES. (Abatement of Income Tax.)	16, 17 Vict.	91.	20 Aug 1853.	To extend for a limited Time the Provision for Abatement of Income Tax in respect of Insurances on Lives.	5 July	1855
	continued.					
	17, 18 Vict.	40.	24 July 1854			

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
46. MUTINY ACT (Marine Forces).	17,18 Vict.	6.	23 Mar. 1854.	For the Regulation of Her Majesty's Royal Marine Forces while on Shore.		
				Continuance: In Great Britain - - -	25 April	1855
				- - - - Ireland, Jersey, Guernsey, Alderney, Sark and Isle of Man	1 May	
				- - - - Gibraltar, Spain and Portugal -	25 July	
				- - - - Elsewhere in Europe, and the West Indies, North America, and Cape of Good Hope -	25 Sept.	
				- - - - Elsewhere - - - - -	25 Nov.	
47. MANNING THE NAVY.	17, 18 Vict.	18.	2 June 1854.	For the Encouragement of Seamen, and the more effectual Manning of Her Majesty's Navy during the present War.	During the present War.	
48. INDEMNITY OFFICES, &c.	17, 18 Vict.	39.	24 July 1854.	To indemnify such Persons in the United Kingdom as have omitted to qualify themselves for Offices and Employments, and to extend the Time limited for those Purposes respectively unti. - - - - - - - -	25 March and END of then SESSION.	1855
49. TURNPIKE ACTS (Ireland).	17, 18 Vict.	42.	24 July 1854.	To continue certain Acts for regulating Turnpike Roads in Ireland.	31 July, and END of then SESSION.	1855
50. TURNPIKE ACTS, (G. B.)	17, 18 Vict.	58.	31 July. 1854.	To continue certain Turnpike Acts in Great Britain.		
				As to certain Acts - - - - - -	1 October and END of then NEXT SESSION.	1855
				As to certain Acts - - - - - -	1 November	1855
51. OXFORD UNIVERSITY.	17, 18 Vict.	81.	7 Aug. 1854.	To make further Provision for the good Government and Extension of the University of Oxford, of the Colleges therein, and of the College of St. Mary, Winchester. Temporary as to the Powers of the Commissioners.	1 January but may be continued by Queen in Council until 1 January	1857 1858

REGISTER OF TEMPORARY LAWS NOW IN FORCE—*continued.*

Matter.	*Date.*	*Ch.*	*When passed.*	*Title of the Act.*	*Duration.*	
52. SPIRITS (Ireland.)	17, 18 Vict.	89.	10 Aug. 1854.	To amend the Laws for the better Prevention of the Sale of Spirits by unlicensed Persons, and for the Suppression of Illicit Distillation in Ireland. Temporary as to certain Provisions for preventing Illicit Distillation. *See* §§ 13, 14.	10 August	1857
53. BRIBERY, &c.	17, 18 Vict.	102.	10 Aug. 1854.	To consolidate and amend the Laws relating to Bribery, Treating and undue Influence at Elections of Members of Parliament.	10 August and END of then NEXT SESSION.	1855
54. MILITIA BALLOT SUSPENSION.	17, 18 Vict.	108.	11 Aug. 1854.	To suspend the making of Lists and the Ballots for the Militia of the United Kingdom.	1 October	1855
55. MILITIA PAY (G. B. & I.)	17, 18 Vict.	109.	11 Aug. 1854.	To defray the Charge of the Pay, Clothing, and Contingent and other Expenses of the Disembodied Militia in Great Britain and Ireland; to grant Allowances to certain Officers of the Militia; and to authorize the Employment of the Non-commissioned Officers.	1 September	1855
56. INCUMBERED ESTATES (West Indies.)	17, 18 Vict.	117.	11 Aug. 1854.	To facilitate the Sale and Transfer of Incumbered Estates in the West Indies. Temporary as to appointments of Commissioners, &c. - - - - - - * *Note.*—The Act takes effect upon the issuing of an Order in Council. No Order in Council has yet been issued.	Six Years from Date at which the Act takes effect,* and until the NEXT SESSION.	

EXPIRED LAWS:

VIZ.

FROM 1 JANUARY 1854 TO 1 JANUARY 1855.

Subject.	*Original Act.*	*Last continuing Act.*	*Term of Expiration.*
ASSAULTS (Ireland) - - -	2, 3 Vict. c. 77 -	12, 13 Vict. c. 38	1 September 1854.
COLLECTORS OF CESS (Ireland) - - - - -	11, 12 Vict. c. 26		
COUNTY CESS (Ireland) - -	11, 12 Vict. c. 32	16, 17 Vict. c. 13	31 December 1854.
COUNTY CESS (Ireland) - -	11, 12 Vict. c. 36		

INDEX OF TEMPORARY LAWS.

Class I.

TEMPORARY LAWS

THE DURATION OF WHICH IS CERTAIN, UNLESS SO FAR AS THEY DEPEND ON THE SITTING OF PARLIAMENT.

ARRANGED IN ORDER OF THEIR DURATION.

* The ACTS having this mark, are continued to the Date set against them, and to the End of the then next Session.

† The ACTS having this mark, are continued to the Date set against them, and to the End of the then Session.

No.	*Matter.*	*Date of last continuing Act.*	*Duration.*
40	Copyhold Inclosure and Tithe Commissions -	16, 17 Vict. c. 124	1 August - 1854*
48	Indemnity - - - - - - -	17, 18 Vict. c. 39 -	25 March - 1855†
44	Mutiny - - - - - - - -	17, 18 Vict. c. 4 -	25 April - - 1855
46	Mutiny (Marine Forces) - - - -	17, 18 Vict. c. 6 -	
37	Alterations in Pleadings - - - -	13, 14 Vict. c. 16 -	31 May - - 1855
45	Insurances on Lives (Abatement of Income Tax)	17, 18 Vict. c. 40 -	5 July - - 1855
36	Incumbered Estates (Ireland) - - -	16, 17 Vict. c. 64 -	28 July - - 1855 15 August - 1857*
20	Lunatic Asylums (Ireland) - - - -	14, 15 Vict. c. 45 -	31 July - - 1855*
49	Turnpike Acts (Ireland) - - - -	17, 18 Vict. c. 42 -	31 July - - 1855†
27	Ecclesiastical Jurisdiction - - - -	17, 18 Vict. c. 65 -	1 August - 1855*
30	Public Health - - - - - - -	17, 18 Vict. c. 95 -	10 August - 1855*
53	Bribery, &c. - - - - - - -	17, 18 Vict. c. 102 -	10 August - 1855*
38	Inspection of Coal Mines - - - -	13, 14 Vict. c. 100 -	14 August - 1855*
29	Crime and Outrage (Ireland) - - -	17, 18 Vict. c. 92 -	31 August - 1855
33	Sewers (Metropolitan) - - - -	17, 18 Vict. c. 111 -	31 August - 1855
55	Militia Pay (G. B. & I.) - - - -	17, 18 Vict. c. 109 -	1 September 1855
32	Poor Law Union Charges - - - -	17, 18 Vict. c. 43 -	30 September 1855*
39	Friendly Societies - - - - -	17, 18 Vict. c. 101 -	1 October - 1855*
	Industrial Societies - - - - -	15, 16 Vict. c. 31 -	
54	Militia Ballot Suspension - - - -	17, 18 Vict. c. 108 -	1 October - 1855
50	Turnpike Acts (G. B.) - - - -	17, 18 Vict. c. 58 -	1 October - 1855* 1 November 1855
15	Poor's Rates (Stock in Trade Exemption) -	17, 18 Vict. c. 66 -	1 October - 1855
42	Coalwhippers (Port of London) - - -	14, 15 Vict. c. 78 -	1 January - 1856*
4	Assessed Taxes - - - - - - -	13, 14 Vict. c. 96 -	5 April - - 1856

CLASS I.—TEMPORARY LAWS THE DURATION OF WHICH IS CERTAIN, &c.—*continued.*

No.	*Matter.*	*Date of last continuing Act.*	*Duration.*
3	Churches	17, 18 Vict. c. 14	20 July 1856
14	Oaths, Unlawful (Ireland)	14, 15 Vict. c. 48	1 August 1856*
41	Lands Clauses Consolidation (Ireland)	14, 15 Vict. c. 70	7 August 1856*
43	Episcopal and Capitular Estates Management	17, 18 Vict. c. 116	12 August 1856
31	Sheep and Cattle (Diseased)	16, 17 Vict. c. 62	1 September 1856†
16	Loan Societies	16, 17 Vict. c. 109	1 October 1856*
17	Survey of Great Britain	14, 15 Vict. c. 22	31 December 1856
51	Oxford University	17, 18 Vict. c. 81	1 January 1857
52	Spirits (Ireland)	17, 18 Vict. c. 89	10 August 1857
34	Savings Banks (Ireland)	17, 18 Vict. c. 50	1 January 1858*
25	Naval Medical Supplemental Fund Society	11, 12 Vict. c. 58	14 August 1858*
28	Poor Law	17, 18 Vict. c. 41	23 July 1859*
26	Poor Laws (Ireland)	17, 18 Vict. c. 63	
11	Linen, Hempen, &c. Manufactures (Ireland)	17, 18 Vict. c. 46	24 July 1859
19	Income Tax	16, 17 Vict. c. 34 17, 18 Vict. c. 24	6 April 1860
18	Highway Rates (England)	17, 18 Vict. c. 52	1 October 1860*
13	Prisons (Scotland)	7, 8 Vict. c. 34	1 January 1861*
7	Coal Trade (Port of London)	8, 9 Vict. c. 101	5 July 1862
6	Highland Roads and Bridges	3, 4 Will. 4, c. 33	24 July 1864*

N.B.—By 48 Geo. 3, c. 106, if a Bill is introduced for the continuance of any Act which would expire in the same Session, and such Act shall expire before the Bill for continuing the same receives the Royal Assent, the continuing Act takes effect from the expiration of the former Act, but not so as to affect any person with any penalty in the interval.

Class II.

TEMPORARY LAWS

THE DURATION OF WHICH IS UNCERTAIN.

ARRANGED IN ALPHABETICAL ORDER.

No.	*Name.*	*Date of last continuing Act.*	*Duration.*
21	Apprehension of Offenders (France.)	6, 7 Vict. c. 75 - -	- - Continuance of Convention between Her Majesty and the King of the French for the Apprehension of certain Offenders.
22	Apprehension of Offenders (America.)	6, 7 Vict. c. 76 - -	- - Continuance of the Tenth Article of a Treaty between Her Majesty and the United States of America, for the Apprehension of certain Offenders.
35	Apprehension of Deserters (Portugal).	12, 13 Vict. c. 25 -	Continuance of Treaty.
1	Bank of England Incorporation.	4, 5 Will. 4, c. 80 - -	- - Till Redemption by Parliament of £. 4,080,000, Reduced 3 per Cents.
10	Bank of England Privileges.	3, 4 Will. 4, c. 98 -	- - Determinable on 12 Months' Notice after 1st August 1855, and on Repayment of Debt due from the Public to Bank.
2	Bank of Ireland -	8, 9 Vict. c. 37 - -	- - May be dissolved after 1 January 1855 on 12 Months' Notice, and Repayment of Debt due from the Public to the Bank.
12	Civil List - - -	1, 2 Vict. c. 2 - -	Six Months after the Death of Her Majesty.
24	Cornwall Duchy -	7, 8 Vict. c. 65 - -	Minority of Prince of Wales.
23	Courts Martial (East Indies.)	7, 8 Vict. c. 18 - -	- - During the continuance of any Act for punishing Mutiny and Desertion, &c.
9	East India Company's Dividend.	3, 4 Will. 4, c. 85 -	- - Dividend subject to redemption by Parliament (on 12 Months' Notice) upon or at any time after 20th April 1874. As to right to demand redemption of Dividend, *see* No. 9 of Register.
5	Foreign Trade - -	59 Geo. 3, c. 54 - -	- - Duration of Treaty with any Foreign Power containing reciprocity provision.
56	Incumbered Estates (West Indies.)	17, 18 Vict. c. 117 -	- - Six years from date of Act taking effect, and until the next Session. *See* Note on No. 56 of Register.
47	Manning the Navy -	17, 18 Vict. c. 18 -	During the present War.
8	West Indies Relief -	11, 12 Vict. c. 38 -	- - Until the Loan of £. 995,000 under the Act shall have been advanced, or the Commissioners of Her Majesty's Treasury shall sooner determine.

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TO

LAWS which were inserted in the Register of Temporary Laws then in force in the last Report of the Committee on Expiring Laws

(17 March 1854),

But which are now omitted.

Subject.	*No. in Register 1854.*	*Reason for Omission.*
Usury - - - - -	13	- - - Repealed by 17, 18 Vict. c. 90.
Assaults (Ireland) - - -	16	- - - Expired.
Spirits (Ireland) - - -	17	- - - Repealed by 17, 18 Vict. c. 89.
Collectors of Cess (Ireland) -	33	- - - Expired.
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REPORT

FROM THE

COMMITTEE

UPON

EXPIRING LAWS.

Ordered, by The House of Commons, *to be Printed,*
29 *March* 1855.

149.

Under 3 *oz.*

Brought from the Lords, 6 *July* 1855.

REPORT

FROM THE

SELECT COMMITTEE OF THE HOUSE OF LORDS,

APPOINTED TO CONSIDER

Whether it would not be desirable that the Powers now vested in the Companies for the Improvement of Land should be made a Subject of General Regulation;

AND TO REPORT THEREON TO THE HOUSE;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

Session 1855.

Ordered, by The House of Commons, *to be Printed*,
18 *July* 1855.

REPORT.

BY THE LORDS COMMITTEES appointed a SELECT COMMITTEE to consider whether it would not be desirable that the Powers vested in the COMPANIES for the IMPROVEMENT of LAND should be made a subject of General Regulation; and to report to The House; and to whom was referred the Petition of the Undertakers of the Navigation of the Rivers AIRE and CALDER, in the County of YORK, praying that in any measure that may be sanctioned by this House for the Drainage or Improvement of Land, Provision may be made for the Protection of their Interests:—

ORDERED TO REPORT,

THAT the Committee have met, and considered the subject-matter referred to them, and have examined several Witnesses in relation thereto, and have also considered the said Petition, and have come to the following Resolutions, viz.—

That it would be desirable that the Powers now vested in the Companies for the Improvement of Land should be made a subject of General Regulation.

That some of the Powers granted in various Private Acts to Companies established with a view to advance money to owners of limited and settled estates for the improvement thereof, are likely to be dangerous to the interest of the reversioners.

That charges are permitted to be created under the Powers of these Acts, either as annuities terminable at the end of long periods, or as mortgages in fee.

That the Acts do not always secure that sufficient notice should be given, either to the reversioners or to the mortgagees, owners of other estates, who may be injured, and be entitled to compensation.

That the necessity of obtaining the Certificates of the Inclosure Commissioners is not in all cases co-extensive with the other Powers given by the Acts.

That it is desirable that a General Act should be passed without delay for determining under what Provisions landowners of limited and settled estates should be permitted to obtain advances of money for their improvement from the before-mentioned Companies or from other sources, particularly insuring the redemption of the charges to be created within a term not exceeding Twenty-five years for any species of improvement, and preventing any charge upon the estate of the reversioner, without the order of the Inclosure Commissioners.

And the Committee have directed the Minutes of Evidence taken before them, together with an Appendix, to be laid before your Lordships.

25th May 1855.

NAMES OF THE LORDS PRESENT AT EACH SITTING OF THE COMMITTEE.

Die Jovis, 17° *Maii* 1855.

Marquess of Salisbury.	Lord Berners.
Earl De Lawarr.	Lord Redesdale.
Earl of Harrowby.	Lord Ardrossan.
Earl Ducie.	Lord Portman.
Viscount Sydney.	

Die Martis, 22° *Maii* 1855.

Marquess of Salisbury.	Lord Berners.
Earl of Hardwicke.	Lord Redesdale.
Earl De Lawarr.	Lord Ardrossan.
Viscount Sydney.	Lord Portman.

MINUTES OF EVIDENCE.

WITNESSES.

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LORDS PRESENT:

Marquess of Salisbury.	Lord Berners.
Earl De Lawarr.	Lord Redesdale.
Earl of Harrowby.	Lord Ardrossan.
Earl Ducie.	Lord Portman.
Viscount Sydney.	

THE MARQUESS OF SALISBURY in the Chair.

HENRY CHARLES MULES, Esquire, is called in, and examined as follows:

Evidence on the Powers vested in Companies for the Improvement of Land.

H. C. Mules. Esq.

17th May 1855.

1. *Chairman.*] YOU are one of the Inclosure Commissioners?
I am.

2. Will you state the titles and dates of the several Acts which have been passed constituting Companies for the Improvement of Land?
There are four Acts. The first in order of time is the Landowners' Drainage and Inclosure Company, 9th of July 1847; the second, the West of England and South Wales Land Draining Company, 14th of August 1848; the third, The General Land Drainage and Improvement Company, 1st of August 1849; and the fourth, The Lands Improvement Company, 4th of August 1853. Under the first Act there has been nothing done requiring the intervention of the Commissioners; and it will not therefore be necessary to trouble your Lordships with its provisions: under these Acts, generally, the Inclosure Commissioners have the supervision of the works that are executed, except under the West of England Company's Act, in which, as I will explain presently, there are powers entirely independent of the Inclosure Commissioners. The general scope of the Acts is to enable landowners, both of limited and absolute estate, to improve their property under the supervision of the Inclosure Commissioners; but under each of the Acts the powers vary. The West of England embraces the drainage, irrigation, warping, reclamation, inclosure and improvement of land, including the erection of engines, machinery, tile and brick yards, reservoirs, roads, &c.; the General Land Drainage Improvement Company's Act embraces the same works, with the addition of farm-buildings; and the Lands Improvement Company's Act authorizes the whole of the before-mentioned works: this company has the power to erect buildings, and also to plant, for the purposes of shelter: but the inheritance can only be charged with three-fourths of the improvement effected by the buildings.

3. Then, in point of fact, the West of England Company, with the exception of farm-buildings, has greater powers than either of the others?
The West of England Company has far greater powers, with the exception of buildings.

4. Will you state the proceedings which are required under each Act?
Under the West of England Act, after a provisional contract has been entered into with the landowner, a declaration has to be made by him, stating who are the remainder-men, and what incumbrancers there are who have any charges on the estate. The remainder-men and incumbrancers are served with notice, and have 21 days to object to the works being proceeded with. Notice is also published twice in a newspaper, and served upon the occupiers of the lands. Any objections made under this Act are heard by the Inclosure Commissioners, and their decision upon the matter is final. The draft contract, or

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17th May 1855.

the provisional contract, is submitted to the Inclosure Commissioners, who send an Inspector to report upon the works; and having considered the report of their Inspector upon the works generally, and upon the probable improvements that will be effected by them, they either approve of the contract, or direct it to be altered in such particulars as they may think right. If they are satisfied with the proposed works, an original order is issued, which has the effect of making the contract binding upon all parties. Upon the works being executed, an inspection is made by our own surveyor, and if he reports that the works have been executed in accordance with the contract and upon the terms approved by the Commissioners, we issue an absolute order, which has the effect of creating a charge upon the property in favour of the company for the amount expended, with interest. Upon the issue of this order, the landowner, although the owner of a limited estate, may mortgage the property in fee, and there is no provision for repayment; in fact, it is a simple mortgage in fee, sanctioned by the Act, created by a landowner who may be a tenant for life, or have any other limited interest. This completes the statement of the proceedings under the West of England Act, as regards any supervision by the Inclosure Commissioners. There are, however, some more important powers vested in that company in the case of an owner with a limited interest, where the person who is entitled to the next vested estate of inheritance is not under disability, and there is no objection served by any remainder-man, or person having a charge, for upon proof before two justices that the proper notices have been served, a certificate is issued by them, which has the effect of making the contract absolute, in the same way as upon our original order; and the company, upon the execution of the works, have a charge upon the land for the amount of the contract, upon three of the directors of the company certifying, under the seal of the company, that the works have been properly executed; so that a mortgage in fee is created by the owner of a limited interest without the intervention of any general authority to see that the works are those which should be executed, or to ascertain that they have been efficiently executed, and in fact without any control at all, a certificate of the company being sufficient to create a permanent charge upon the property. The commission charged by this company is 5 *s.* an acre for general commission; 5 *s.* for extras, and finding money during the progress of the works, and travelling expenses, which vary from half a crown to 5 *s.*; I may say, that 3 *s.* 6 *d.* probably would be a fair average per acre for travelling expenses. The works under this company are all, or nearly all, executed by means of a staff of drainers sent from place to place, with certain foremen, who carry out the works; and I think it is right to say, that the works are generally extremely satisfactorily executed.

5. Is there any statement in the Act of the rate per cent. which they are to charge?

It is a mortgage in fee, and therefore any rate may be fixed by the landowner and the person from whom he borrows the money, not exceeding five per cent. It is the ordinary case of a mortgage in fee. There is also a somewhat expensive machinery to be complied with, which is this: that copies of the plans annexed to the contract have to be deposited with the parish clerks of the several parishes in which the lands are situated; and copies of the contract, absolute orders or certificates of justices and directors of the company have to be deposited with the clerk of the peace and the churchwardens of the parishes in which the lands are situated. One hardly sees for what purpose these directions are given in the Act of Parliament, entailing considerable expense upon the landowner. I think I have now stated every thing connected with the West of England Company, and I will therefore explain the provisions of the General Land Drainage Company's Act. Notices of contracts have simply to be given by advertisement in a local paper for two weeks. Dissent may be given by any person entitled to an estate in, or having any charge upon, the property within two months from the last advertisement: dissents have to be dealt with under this Act by the Court of Chancery. These provisions are exactly analogous to those in the Public Money Drainage Acts, and in the Private Money Drainage Acts. We then deal with the company precisely in the same way as with the West of England Company, submitting the plans of the works to our Inspectors for their report upon them, and controlling the expenditure. When an absolute order

order is issued in favour of the company, it has the effect of creating a rent-charge upon the property; for buildings it is a rent-charge which repays the principal and interest in 31 years, and for drainage and other works in a period not exceeding 50 years. The rent-charges have varied for the 31 years from 6 *l.* to 7 *l.* per cent., according to the value of money; and for 50 years from 4 *l.* 13 *s.* 1 *d.* to 5 *l.* 2 *s.* 10 *d.* The whole of the works under this company are planned by their own surveyor, and executed under his direction. In all the Acts there are provisions that the works shall be kept in proper repair during the continuance of the charge, and buildings must be insured.

6. Kept in repair by whom?

By the landowner. The Lands Improvement Companies Act authorises works in Scotland as well as in England and Wales; the other two Acts are confined to England and Wales. By this Act a declaration is required by the landowner as to remainder-men and incumbrancers who have to be served, and notice is also twice inserted in the local paper. Two months (as in the case of the last Act) from the date of the last advertisement are given for dissents: dissents are dealt with by the Court of Chancery in England, and by the Court of Session in Scotland. The contracts and orders are very analogous to those in the other companies; in fact, they have the same sort of machinery; they have the power of charging the property for 25 years with a rent-charge, which repays the principal and interest. The rate charged has been from 6 *l.* 10 *s.* to 6 *l.* 15 *s.*, the present rate being 6 *l.* 15 *s.* per cent. for 25 years; in the two last-mentioned companies not more than two years' arrears may be recovered against the remainder-man. This company may, with the approval of the Inclosure Commissioners, issue mortgage debentures (which is an entirely new feature), founded upon the securities created by the orders of the Commissioners. These mortgage debentures are payable 14 days before the securities become due, with a view to enable the party holding the mortgage debenture to take steps to appoint a receiver, or any other step which he may find necessary in the event of its not being paid; so that the receiver would have time to give notice to the landowner to pay the rent-charge before it became due. The commission charged by this company is five per cent. upon the outlay, and by the General Land Drainage Company the charge is 11 *s.* 6 *d.* an acre, and $7\frac{1}{2}$ per cent. upon the buildings.

7. Lord *Redesdale.*] When you say 11 *s.* 6 *d.* an acre, do you mean whatever the cost of the drainage may be?

Yes, 11 *s.* 6 *d.* per acre for the company's commission upon the drainage.

8. Earl of *Harrowby.*] Over and above the outlay for the drainage?

Yes, over and above the outlay.

9. *Chairman.*] Do those two last-mentioned companies execute the works themselves?

No; all the General Land Drainage Company's works are planned by the company's surveyor, and executed under his supervision. The Lands Improvement Company do no works; they simply negotiate, and arrange the terms for carrying out the works; they employ no staff of surveyors or other persons to make plans.

10. Earl of *Harrowby.*] Does the 11 *s.* 6 *d.* an acre include the charge for supervision?

Certainly; that is in the case of the General Land Drainage Company.

11. That is an expense that any private individual, having the same work done, would have of necessity to incur in some shape or other?

Yes.

12. *Chairman.*] In the case of a mortgage in fee, is there any provision as to priority of mortgages?

Yes, there are very extensive provisions for priority, giving to these mortgages priority over everything, except tithe rent-charge and ground-rents.

13. Have they priority over all settlements upon the property?

They have priority over every thing, except tithe rent-charges or ground-rents, in the case of the West of England Company.

14. With regard to the other two Companies, how is that?

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17th5 May 185.

They have the same priority; but rent-charges created under the provision of the Act for the loan of public money for drainage purposes are also excepted

15. In the Acts of any of those Companies, is notice necessary to be given to the present mortgagees?
In two of them: in the cases of the West of England Company and the Lands Improvement Company, notice must be given to all incumbrancers, but not in the General Land Drainage Company.

16. Is the consent imperative or permissive?
No consent is required; they may object or they may give notice.

17. Lord *Ardrossan.*] Their permission is not necessary?
It is not necessary.

18. Earl of *Harrowby.*] Who decide upon the objections, if objections are made?
In the case of the West of England Company, the Inclosure Commissioners decide upon the objections. In the other two companies, application must be made to the Court of Chancery, or to the Court of Session in Scotland.

19. Lord *Portman.*] In describing the works allowed to be done by the West of England Company, you stated, among other things, engines, roads and such like things; are those original and substantive works, or may they be only subsidiary to the purpose of carrying out other works?
They must be subsidiary to the purpose of carrying out the other works.

20. Earl of *Harrowby.*] You could not erect a steam-engine for the purpose of carrying on general farming operations?
Certainly not; we can erect a steam-engine for the purpose of a lift for water.

21. *Chairman.*] In the other two Acts, have they the same powers with regard to improvements?
There are the same powers in all the Acts as to that; in fact, I may say, that any works that may be required for the purpose of carrying out the improvements contemplated by the Acts are embraced in the Acts.

22. Earl *De Lawarr.*] With regard to roads, how would it be?
There is full power to make roads for farming purposes.

23. For farming purposes generally?
For farming purposes generally.

24. Earl of *Harrowby.*] Must they be entirely new roads, or may they be mended roads?
They must be new roads.

25. *Chairman.*] You stated that in the West of England Bill there was a mode of proceeding without reference to the Commissioners; has that often been put in practice?
I imagine that it is made very extensive use of, though I am not quite aware of the extent. We have only received 16 applications, under the West of England Act, during the whole time it has been in operation; and I know that they have two surveyors constantly employed in the supervision of works, partly no doubt carried on by the Company as mere contractors; but I imagine they act very extensively under the powers of the certificate of the Justices.

26. Have any applications been made to you by any objectors to proceedings taken under the West of England Act?
I think not a single objection.

27. Under the other Acts have there been any?
I am not aware that there have been any objections at all, except a single case that was under the General Land Drainage Company, and it was subsequently settled by an arrangement between the parties. Certain buildings which were objected to were abandoned, and the dissent was withdrawn without applying to the Court.

28. Lord *Ardrossan.*] Have you known any instances where complaints have been

been made by the mortgagees of their not having received proper notice before the works were entered upon?

No, never.

29. *Chairman.*] Have you known any instances of mortgages being called in in consequence of these charges being put upon the property?

I am not aware of any, but if it did happen, it could hardly come within my knowledge, because when an absolute order is once made, our office has done with it.

30. You state that in the case of one of the companies, no notice is given to the incumbrancer?

No; that is in the case of the General Land Drainage Company. There is simply a notice by advertisement.

31. Lord *Ardrossan.*] Are you aware of any instances in which a rent-charge has been established on an estate by any one of these companies, that has in any degree endangered the previous mortgages on the estate?

I am not aware of any case. It ought not, in any case, to endanger them, because we are satisfied, as far as we can be satisfied by a report, that the land will be improved to an extent exceeding the amount of the charge that is created. We have frequently felt it our duty not to allow the whole amount that has been expended on works, because we felt that it would be too great a charge upon the estate.

32. *Chairman.*] Have you any rule by which you are guided in determining the amount of charge which you may allow to be put upon the property in proportion to the rent, and the prices of produce?

We get a report from our local Inspector; he reports all the circumstances which he thinks will affect in any way the value of the property; upon that, if we are satisfied that the improvement of the property will exceed the amount of the yearly rent-charges, we feel that we are justified in making the charge.

33. Do you enter into a calculation of the prices of produce with reference to the rent?

We desire our Inspectors to report with reference to the prices at the time at which they are reporting, not prospectively or retrospectively, but simply to take the present time.

34. Lord *Ardrossan.*] Has any inconvenience arisen from the Debenture Clause in the last-named Act to which you have referred?

The Debenture Clause has not yet been brought into operation; they are only just now about to commence trying the Debenture Clauses.

35. Lord *Redesdale.*] Did I rightly understand you to say, that that Company appears to be formed for little other purpose than that of issuing their debentures, and supplying money?

Hardly anything else.

36. It does not superintend the works?

Not at all.

37. It hardly even lays them out?

It does not lay them out.

38. It takes a commission of five per cent. for advancing the money, and does nothing else?

And does nothing else.

39. It is in fact a money-lending company?

It is a money-lending company, negotiating between the landowners and the monied interest.

40. No security, therefore, is afforded by the company for the works being done efficiently?

Not by the company; the whole is under the superintendence of Inspectors appointed by our Board.

41. In what way are the expenses paid?

They generally form part of the charge.

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42. You say "generally"; does any part fall upon the public?
None; not a farthing: I said "generally," because sometimes we do not allow the charges to form part of the charge upon the property, but then they fall upon the landowner.

43. Has any addition been made to the staff of the Inclosure Commissioners, in order to carry on these proceedings which take place under these Drainage and Improvement Companies?
I can hardly say that any particular addition has been made; but I may say, that of course it very much increases the work in the office of the Inclosure Commissioners, and that if we were without it, we should be able to do probably with a clerk or two less than we can now.

44. Is the expense of that additional clerk or two paid by a proportionate charge laid upon the several works, or is that a charge paid by the State?
To a certain extent it is paid in both ways; where it is any matter of copying and writing, we put it into the hands of a law stationer permanently employed by us, and charge the landowner, or rather the company, with the amount that we pay such law stationer; but of course there are other matters, such as calculations, looking over accounts, and other things, which cannot be charged for separately. There is no particular sum that we could fix for those things; but where we have a charge for copying or writing, or any matter of that sort, we charge the landowner with the sum we pay to our law stationer, and receive it back again from him.

45. Lord *Berners.*] Is that over and above the amount of the commission charged by the company?
Certainly.

46. Lord *Portman.*] You stated that the Lands Improvement Company acts between two parties?
It acts between the monied interest and the landowner.

47. And it acts, also, as between those two parties and the Inclosure Commissioners, a third party?
Certainly.

48. Lord *Redesdale.*] Do I rightly understand you to say, that an application having been made by a landowner to the Lands Improvement Company to obtain money for the improvement of his estate, the next process is to apply to the Inclosure Commissioners for a scheme of improvement?
No; the landowner provides his own scheme of improvement, and submits it for our supervision and inspection; the scheme is prepared by the landowner, and brought by the landowner to our Board for inspection and report.

49. With an estimate?
The estimate of the expense, with the ordinary details, in the cases of the first two companies, is provided by the company itself; but in the case of the Lands Improvement Company, they throw it upon the landowner; the landowner has to provide that.

50. But in the cases of the other two companies, is the responsibility of carrying out the improvements, according to the estimate given in, the responsibility of the company or not?
Most decidedly.

51. But in the case of the Lands Improvement Company, the responsibility of carrying out the improvements according to the estimate given in is not the responsibility of the Company?
No.

52. If it should turn out that the improvement cannot be carried out for the amount of the estimate given in, all the calculations with regard to the charge put upon the estate must necessarily fall to the ground?
No doubt; but if the buildings or works cost more than the estimated amount, we should not give a charge for a greater sum than the amount of the contract. There is an absolute contract entered into between the Lands Improvement Company and the landowner for the execution of the works by the landowner himself.

53. But

53. But supposing there is not money enough advanced under the original contract to complete the works, in what manner is the money to be found for their completion?

We do not create any charge upon the estate till the works are executed; therefore, if money is laid out by the landowner, and he does not complete his works, we should not give the company a charge upon the property.

54. But supposing the landowner making the contract dies, his successor is not bound to carry out the contract beyond the amount which it was originally contracted for?

Certainly not.

55. The works, then, must remain unfinished, and no charge can arise upon the inheritance?

Decidedly.

56. Do you conceive that the alteration made in the last Act of the Lands Improvement Company, with respect to the appropriation of the security retained upon the issue of mortgage debentures under the original Act, had any other effect than to provide a safer margin with regard to the issue of those debentures as a general public security?

No doubt it was a very considerable guarantee; but it appears to me that the subscribed capital affords as efficient a guarantee as the retaining a portion of the amount of the charges.

57. But in the case supposed in a former question, might not the whole of the charge upon which the debenture has been created become absolutely nil?

No, because the debentures are not created till after the works are properly executed.

58. Earl of *Harrowby.*] I understand that the advantage afforded by these companies is, that, under proper security, through your office, a landowner having a limited interest is entitled to charge his estate, which he would not otherwise be entitled to do, for improvements; or that if, being the owner in fee, he have a prior mortgage upon it, he is enabled to add a mortgage to it for the purpose of improving the land, when he would not otherwise be able to get a mortgage for himself?

Yes; the effect is, that he is able to get money very much cheaper, even assuming that he could borrow it at all, which of course a tenant for life could not: a landowner holding in fee could borrow cheaper under these Acts than he could otherwise.

59. By reason of the mortgage being a primary mortgage, instead of taking its place with others in point of date?

Yes, and not requiring an investigation of title, as in other cases.

60. *Chairman.*] With regard to the West of England Company, did I rightly understand you to state that that company is responsible, not only for the execution of the works, but for keeping them in repair?

No, I did not intend to state that; it was with reference to the General Land Drainage Company that that answer was given, that they were bound to see that the works were kept in repair during the term. It does not apply to the West of England Company, because that is a charge in perpetuity. The landowners have to keep the outfalls and works in a proper state as long as the charge exists; but this company is not required to have certificates furnished of the works being kept in repair, as under the General Land Drainage Company's Act.

61. What is the remedy on the part of the remainder-man in case the works are not kept in repair?

An action for waste would lie against the tenant for life in possession by the remainder-man; it would be an ordinary law procedure.

62. Is there any clause in the Lands Improvement Act which insures the improvements being kept in repair?

Yes.

63. A similar clause to that in the General Land Drainage Act?

Yes; in fact, in all the Acts the outfalls and other works are directed to be

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kept in repair; and the remainder-man under each Act would have a remedy against the tenant for life or the person in possession, in the event of his neglecting to keep the works in repair.

64. Would not that liability effectually prevent the issue of debentures?
I should think not; but I hardly feel competent to give an opinion upon the subject.

65. Would not the company be always liable for certain repairs if they were not properly performed?
The landowner is bound by the Act to keep the works in repair.

66. Lord *Berners.*] I understood you to say, that in the case of the West of England Company there is a commission of 5*s.* per acre upon the outlay, and also a charge of 5*s.* per acre for finding the money, as well as a charge while the works are in progress, for travelling expenses, of about 3*s.* 6*d.* per acre, and that those charges are made upon every acre whether the value of the land may be 5*s.* or 5*l.*?
Yes, it is simply upon the acreage drained.

67. Lord *Portman.*] You spoke of the care taken by the Commissioners to ascertain that there were improvements to such an extent that the prior charges were practically safe. Now, take this case: suppose an estate to be burdened, say to half its value, and that the whole of the buildings upon that estate are in an exceedingly dilapidated condition, so that it would require a very large outlay to put them into tenantable repair; would that fact come under your knowledge as one that might materially diminish the value of the estate?
Decidedly; we require a detailed statement of the state of the whole of the buildings affecting the value of the property that we are going to charge; and we have frequently, upon the erection of new buildings, made it a condition that certain old buildings which would be available and useful should be put into proper tenantable repair by the landowner.

68. *Chairman.*] With respect to drainage, I understand you to say that you have no security that these drainage works shall be kept in repair after they are once duly executed under these Acts of Parliament?
We have no security, except to this extent, that the General Land Drainage Company have to certify periodically that they are in a proper state of repair.

69. Is it part of your duty, if the certificate does not come in, to require it?
No doubt we should require it.

70. What can you do if it is not produced?
Practically, it would be useless, as far as we are concerned; because we have no power to enforce it, and, therefore, it must be left to the remainder-man to see that the works are kept in repair; it practically comes to that.

71. Lord *Portman.*] Supposing your Inspector certifies that the drainage is well done, and that you make your absolute order, which enables the charge to be paid and to be put upon the estate, and supposing that within three years afterwards those drains should become perfectly useless; what happens then?
Then the estate would be damnified, because there would be a charge upon the property without an equivalent.

72. Lord *Berners.*] Do the Commissioners insist upon any particular system of draining, or do they adopt that which is recommended by the borrower?
No; we have frequently to alter the system proposed by the borrowers; because unless we are satisfied that it is to be done upon the best principle and in the best way that the nature of the outfall and other matters will allow, we do not sanction the drainage; and we frequently have to alter the schemes propounded to us.

73. Do the Commissioners consider that they are the best judges as to what is the best system of drainage that any individual may adopt in his particular part of the country?
We consider that our experience and that of our Inspectors is such that, in ordinary cases, we know better about it than the tenant or the landowner. In nine cases out of ten the landowner knows nothing about drainage; in fact, the tenants

tenants generally are the persons who propose the depth, distances and scheme of the drainage.

74. Then, if any new plan was submitted to you by a landowner, and he showed that that system did answer, and was much less expensive than the usual plan, should you adopt it?

If we were satisfied of its permanence, and that it was efficient, we should, decidedly.

75. Lord *Portman.*] In the case of an estate upon which a charge is to be put for 30 years for drainage, supposing you were asked to certify for turf-drainage, would you do it?

Certainly not.

76. Supposing that your Inspector was shown, in the next field, turf-drainage which could be proved to have worked for 40 years, what should you say then?

That in that particular case it had answered, but that it would not answer generally. We must be satisfied not that it has answered in one particular instance, but that the great bulk of the land drained in that way has been efficiently drained by the system proposed.

77. Take the case of two neighbouring farms on the same property, one of which it is proposed to drain; and supposing you were shown a turf-drainage on the adjoining farm which could be certified to have been at work a considerable length of time, and to be still working well; would you in that case, upon your general principle or theory, say, "No, we will not have turf-drainage at all"?

Unless it was the case of moss land, we should not allow it.

78. Earl of *Harrowby.*] The mould plough drainage would not be allowed?

Certainly not. What I say is this: that unless you can show that the particular system of drainage that you propose has answered generally, we should not be justified in allowing the property to be charged, merely because you can show one particular case in which it has answered. You must show that 99 cases out of 100 that you can produce have answered upon that system; otherwise we should be creating a charge upon the property behind the backs of the remainder-men, upon a principle that would not be justifiable.

79. Supposing that it could be shown to you that turf-drainage does answer, and has answered in the adjoining lands, and that pipe-draining has failed in the adjoining land upon the other side of the fence, would you, in that case, certify for the pipe-draining and not for the turf?

It would depend entirely upon what the nature of the soil was; we should inquire how it was that pipes did not answer: there are some soils in which they will not answer; they get filled with iron, and immediately stop up; and in such a case we should not allow it; but it must depend upon the particular nature of the soil.

80. You say that pipe-drainage may be taken to be generally applicable, and turf-drainage to be generally not applicable; but if the two were shown to you, side by side, and it was shown that the one had failed in that land, and that the other had succeeded, would you still certify for the pipe-drainage because it is generally applicable, and would you reject the turf-drainage because it is only applicable in particular cases?

No; I say you must show that the system of drainage that you propose is one that will be permanent; and that to produce only a single instance of the turf-draining answering, does not in any way prove that in 99 times out of 100 it will not fail.

81. Earl of *Harrowby.*] You would not certify for the pipe-draining in any case in which you were not satisfied that the use of pipes would be successful?

Certainly not.

82. Do you certify for anything but pipes?

Yes, frequently; we certify for stone-drainage, and in moss land for wedge-drains under certain circumstances; then of course we take care that sufficient time shall elapse for it to subside, that it shall be done gradually, and not all at once, because with wedge-drains you must allow a certain time for the subsidence.

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83. *Chairman.*] Wedge-draining is a species of turf-draining?
Yes; it is found that peat, having been hardened, will remain permanent; generally speaking, I would say that the drainage must be of a permanent character.

84. Are there any cases in which you think the drainage would be so difficult and almost impossible that you refuse to allow any charge to be made?
If we met with a very difficult drainage to perform, we should send the very best man we could find to report upon it; and if he said that it was not practicable, we should not allow it to be done, but we should not stop it because it seemed to present difficulties.

85. Have there been instances in which you have found it necessary to refuse to allow a charge for drainage?
We have found it necessary to refuse to allow a charge for drainage, in consequence of the expense that would be incurred in doing it in a permanent manner, conceiving that the land was not sufficiently valuable to repay the outlay: if from any cause the expense of the work was such that when executed it would not pay the required per-centage, of course we should not sanction the outlay.

86. Lord *Berners.*] According to the usual system of drainage recommended by the Commissioners, what may be the average expense per acre?
The average per acre was, until lately, I should think, about 5 *l.* to 5 *l.* 10 *s.* In consequence of the deficiency of labour, and the higher prices, it now very nearly averages 6 *l.*; of course it varies according to circumstances, but I think it is now from 5 *l.* 15 *s.* to 6 *l.*

87. Do the Commissioners, in judging whether a system of drainage is right or not, lay down any rule as to what the depth or the width of the drains is to be?
Certainly not; each estate depends upon the particular nature of the soil and sub-soil and the requirements of the property; frequently upon one property you find fields almost adjoining, where in one the drains would be required to be placed very close, and in the adjoining field you might place them twice the distance, and effect quite as efficient drainage.

88. Then, the usual outlay of from 5 *l.* to 6 *l.*, and 11 *s.* 6 *d.* commission, does not appear to be very large?
In ordinary cases of drainage, it does not.

89. Supposing a system of drainage were shown to the Commissioners by which 1,000 to 1,500 acres of land can be drained, and have been drained at the rate of 30 *s.* or 32 *s.* an acre, would they object to that?
Certainly not, in consequence of its being cheap.

90. Would you object to it in consequence of the drains being further apart than usual?
In some sub-soils the drains will draw if placed from 40 to 50 yards apart, or even more; it depends entirely upon the sub-strata.

91. Earl of *Harrowby.*] Do you keep in your office tracings of all plans of drainage carried out under your sanction?
No.

92. Do you think it would be desirable to have such a record kept for the benefit of the remainder-men hereafter, so that in case of any injury being done to the drainage, there might be the means, in that way, of recovering a knowledge of the original scheme if it had become obscured?
We suggested that being done, but we felt that it would not be right to require it to be done, as it would entail considerable expense.

93. It would only require a tracing of the plans?
That would be all; but the drains would have to be laid down upon this tracing to be of any use.

94. Would it not be of great importance, as a protection to persons coming after, that there should be some public record in which they should find traced the works carried out on their estates, which in process of time might become considerably obscured by use or neglect?

It would be very desirable; we considered the matter in the first instance, but we thought we should not be justified in requiring it on account of the additional expense it would occasion.

95. The expense would be a small per-centage, would it not?
I hardly know what it would cost; it would probably not be a great deal, but it would be some additional expense.

96. Lord *Berners.*] Does the 5*l.* to 6*l.* per acre cover every expense of digging and filling in the tiles, and hauling, and commission, or is it simply for the labour?
Every thing, exclusive of the commission.

97. Lord *Redesdale.*] And the charge for the preliminary inquiry?
Yes; it covers the work actually executed, including of course the necessary outfalls, unless the outfalls are very extensive: 5 *l.* to 6 *l.* per acre would be the full cost of labour, pipes, digging, filling and completing the drainage.

98. Lord *Berners.*] If you were required to make a detailed map, stating the distances of the drains from one to the other, the depth of each drainage, and the inclination of each drainage, could you do that at an expense of 1 *s.* to 2 *s.* an acre?
You could, if you had a proper plan of the estate; but it would very much depend upon whether there was a proper plan from which a tracing could be taken to place those drains upon. It would require a plan, I should think, on the scale of at least three chains to the inch to show it properly; the same size as our first-class tithe maps.

99. *Chairman.*] Have any cases occurred in which you have granted a charge for drainage upon an estate, upon the condition of a much larger outlay being made, as specified in the scheme?
We have done this. We have said that, upon the whole of the works being executed, we should be prepared to allow a certain sum to be charged, being a proportionate part of the outlay, throwing upon the landowner the remainder of the outlay, without creating any charge upon the estate for it.

100. In those cases you require the execution of the work before you grant the charge, in the same manner as you would do if you granted the charge for the whole outlay?
Certainly; because that forms, in fact, part of the arrangement.

101. You stated that one of the conditions in reference to buildings is that they should be insured; what means have you of enforcing their insurance?
We have none at all; it is a simple matter for the security of the company and the landowner; we have no means of enforcing the insurance.

102. Then, how are the persons in remainder protected in that respect?
There being an Act of Parliament requiring the buildings to be insured, they have a remedy if it is not done; that is all.

103. There is no special remedy in that case?
No.

104. The insurance does not pass through your office?
No.

105. Lord *Ardrossan.*] You have stated that, in the case of one of these companies, there is a power to postpone the payment of the rent-charge to 50 years; do you consider that too long a period?
Certainly.

106. What should you say was a fair period for which that permission ought to be granted?
It seems to me that it should not exceed 30 years, and I should prefer its being less than that; I should think 25 years would be quite sufficient.

107. Then, of the two companies that we have been principally talking of, one has a period of years which you think is a fair period; the other has double that?
It has, which I think excessive.

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108. Earl of *Harrowby.*] Is there any power now of laying out money charged for younger children upon the improvement of a settled estate, and making the charge a burden upon it for their benefit?

Under the Private Money Drainage Act, a landowner may improve his property by drainage, and take a charge for 22 years, which would be his own personal property, to be dealt with in any way he felt disposed.

109. Supposing a man has the power of settling 20,000 *l.* upon his younger children, can he spend that 20,000 *l.* upon his estate, making it a charge for the benefit of his younger children, and giving them interest at five per cent. upon it?

No.

110. Would not it be a great convenience and advantage to both parties if some power of that kind existed?

That would be, in fact, creating a permanent charge upon the property for the improvements: I think it would be objectionable; it seems to be equally objectionable as borrowing it from a third party and making it a permanent charge. The Private Money Drainage Act enables a landowner to lay out his own money for drainage purposes, and to take a charge upon the estate for it; but that only extends to 22 years.

111. *Chairman.*] Can you furnish the Committee with any statement of the amount of outlay and of charge that you have sanctioned under the operations of these companies?

No, I have no statement.

112. Can you furnish any statement of the amount of acreage that has been improved by these means?

No; I think one of my colleagues will be prepared to state the amount.

113. Lord *Portman.*] Can you give the Committee the names of the chief Inspectors that you have employed for these purposes?

We have a great many; there is Mr. Parkes, Mr. Johnson, Mr. John Dickson, Mr. M'Caw, Mr. Spooner, Mr. Hewitt Davis, Mr. Stephen Martin, Mr. Andrew Thompson, Mr. Gurdwood, Mr. Robson, and others.

114. Lord *Ardrossan.*] Have you not more than one Inspector generally in each county?

No.

115. Is not it the fact that in the county of Ayr you have three?

Yes; but there are very few counties in which we have so many.

116. Lord *Portman.*] How are those gentlemen paid?

They are paid by the day for the work they do, and the sum paid is charged to the landowner.

117. Earl of *Harrowby.*] That charge is included in the charge upon the property?

Yes.

118. *Chairman.*] You stated that you were not aware of any objection being raised, either by the persons in remainder or by mortgagees?

Except a single instance that was withdrawn.

119. Therefore there has been no appeal to the Court of Chancery against such objections?

None.

120. Lord *Ardrossan.*] Are there any points connected with the operations under these Acts as to the carrying out of which the Commissioners are at variance?

There is one with reference to the West of England Company. Mr. Darby thinks that he is not bound to create any charge in fee upon property, and therefore objects to execute any charges under that Act; but Mr. Blamire and I think that that is a matter which the Legislature had to deal with, and that as they have imposed upon us the responsibility of carrying the provisions of the Act of Parliament into effect, we are bound to do so after having satisfied ourselves to the best of our judgment that the requirements of the Act have been complied with, and that the improvement is such as would justify the charge

charge within the provisions of the Act. The consequence is, that Mr. Blamire and myself are in the habit of executing these charges, but Mr. Darby says he will not be a party to it.

121. Lord *Redesdale.*] Do you execute those charges without any provision for the repayment of the charge so made?

Yes; we create the charge under the provisions of the West of England Act.

122. You create a permanent charge for improvements, by drainage, upon an estate which has other settlements upon it?

Certainly; which I consider a most objectionable thing; but I am bound to act, to the best of my judgment, upon the provisions of an Act which has received the sanction of the Legislature. I object to it; so does Mr. Blamire; we all of us object to it; that is the only point upon which there is any difference of opinion.

123. *Chairman.*] Have you had many applications from the West of England Company to you to sanction outlay for buildings?

We have had two.

124. Has your decision been unanimous upon that point?

It has been unanimous that we did not think the buildings proposed came within the provisions of the Act, but we consented to take the opinion of the law officers of the Crown, stating to the law officers our opinion that the Act of Parliament did not authorize the erection of the buildings.

125. Has that opinion been given?

It has not been given. At the same time we went to this extent: we stated to the company that, even if it was sanctioned, we would not create a permanent charge for buildings: we were all agreed upon that.

126. Lord *Ardrossan.*] But in the case of the Lands Improvement Company's Act, I believe there is a distinct power to charge three-fourths of the outlay for buildings?

Yes, there is.

127. Do you think that that is more than should be allowed?

No; I think that if the landowner will advance one-fourth, it is very fair to enable him to create a rent-charge upon the property for the remainder.

128. Earl of *Harrowby.*] Is not there another company, called "The Cheshire Drainage Company?"

I mentioned that company; it is called "The Landowners' Drainage and Inclosure Company," and received the Royal Assent on the 9th of July 1847. I said that no works had been done under it, at least none that we are aware of. If there have been any, they have been done by them as mere contractors. We have never had anything to do with them.

129. Lord *Redesdale.*] You say that nothing has been done under the Landowners' Drainage and Inclosure Company's Act which passed in 1847?

Not that I am aware of.

130. Do you know why that is?

I understood that the expense was too great, and that the landowners would not make use of the provisions of the Act.

131. Then, has the company ceased to exist?

I understand that the company does exist, and that they are now doing certain works as contractors.

132. Were they at all put under your Board?

Yes, in certain matters; but they have never applied to us in any way. I imagine that they confine their work to the mere execution of contracts as ordinary contractors.

133. Lord *Portman.*] Can you state what are the powers given by these Private Acts of Parliament which are not given by any Public Acts?

Yes. Under the Public Acts, the only works that can be executed are drainage works, including the necessary embankments, and matters connected with, and strictly confined to, drainage works. Under the Companies' Acts, in

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addition to drainage works, road-making, warping, building and other works may be executed.

134. Are there not, under the Private Acts, larger powers of charging entailed estates than are given by the Public Acts?

Yes, the powers to charge vary. There is a power to create a rent-charge of 6*l.* 10*s.* per cent. for 22 years under the Public Acts. Under the Private Money Drainage Act it may be a rent-charge varying from 6*l.* 11*s.* 1*d.* to 7*l.* 10*s.* 11*d.* per cent. for 22 years, according to the arrangement made by the landowner borrowing the money.

135. Lord *Redesdale.*] It is to be paid off in 22 years under the Public Act?

Yes.

136. The shortest time under the companies' is much longer?

Their powers extend to creating rent-charges for 25, 31 and 50 years; and under the West of England Company's Act a permanent charge is created.

137. Earl of *Harrowby.*] The object is to make a charge with profit to the company not heavier than the Government charge?

That is the object. I can mention one instance which has come to my knowledge with respect to the permanent charge, in which a landowner of limited estate borrowed money at four per cent. for the improvement of his property, and charged his tenants five per cent.; he, therefore, availed himself of the provisions of the Act of Parliament to put money into his own pocket, which, it seems to me, ought to have gone in liquidation of the debt.

138. *Chairman.*] Was that under the West of England Company?

Yes.

139. The greater portion of the transactions under the West of England Company, you think, do not come under your notice?

The greater portion, I imagine, do not come under our superintendence in any way.

140. Earl of *Harrowby.*] Has any evidence come before you of the amount of improvement effected by this process?

We get occasionally returns of the actual improvements: most of our returns are of probable improvements. We do not get many returns of actual improvement, except when it happens that a landowner, having done some works a few years before, applies for another loan; we then get a return of the actual improvements which have taken place upon the works first executed; and, generally, the statements which we have received have proved very satisfactory: probably if they had not been satisfactory they might not have come to us; but the accounts we have received have been satisfactory.

141. Has evidence been brought before you of improvement in the shape of increased rent?

Yes, very frequently.

142. Increased rent beyond the interest upon the outlay?

Up to the amount of the outlay; I will not say beyond the amount of the outlay, because I am not aware of any instance of that.

143. Lord *Portman.*] Are you of opinion that these special powers given by these Private Acts are so advantageous for the general welfare that they may be held to be wise exceptions to the general law?

My opinion is, that it is extremely important to afford every facility for the improvement of property by persons having limited estates; but I think the West of England powers extremely objectionable; these powers are very desirable as long as a portion of the principal is paid off yearly, and there is no permanent charge created upon the property; but the moment a permanent charge is created upon the property, I conceive that you are doing an immense injury, which will be felt at some future period.

144. Earl of *Harrowby.*] Is there any modification of these Acts which you would suggest besides that which you have indicated, by a limitation of the period of years for which the charge may be made?

It seems to me that a very convenient course for the Legislature to take would be

be to extend the provisions of the Private Money Drainage Act to such other works as are now authorized to be done by private companies; the effect of which would be that it would enable landowners to carry out improvements upon their property out of their own funds, taking a charge upon the property for it, either for the benefit of younger children or for any other purpose they desired: they could improve their properties without incurring the expense of passing through the hands of a company. I cannot conceive that there could be any objection to this, of course under proper supervision; in fact, at the present moment the West of England Company do it without any supervision. If you extend the provisions of the Private Money Drainage Act to these works, you would be conferring a great boon upon the country.

145. *Chairman.*] Has any check occurred to you by which future companies might be regulated, so as to prevent the mischief which may arise from the different provisions of such Acts?

I think that it would be desirable that a general Act should be passed, embodying certain provisions; a sort of Lands Clauses Consolidation Act, as it were, authorizing companies to be formed, say with the sanction of the Board of Trade, or of some permanent Government Board, who should see that a proper amount of money was subscribed as capital to guarantee the responsibility of the company. If such an Act were passed, it would prove advantageous to landowners by causing competition, which would reduce the commission charges.

146. Would that reduce the prices so much as the Private Drainage Act to which you have just alluded?

I think not; but unquestionably it is a most desirable thing to have improvement companies, because they can borrow money upon much more reasonable terms than a private landowner. I think the commission of five per cent., which the landowner pays to the Lands Improvement Company, is well expended in getting the money through the company, rather than by each landowner borrowing for himself, which would cost infinitely more than the five per cent. commission.

147. Earl of *Harrowby.*] Is not there great difficulty in borrowing from any parties, except insurance companies, upon the principle of repayment by annual instalments?

Very great.

148. They will not lend money upon those terms?

No; they feel that it is a frittering away of their property.

149. Lord *Ardrossan.*] Are any of the powers granted to the Lands Improvement Company objectionable, in your opinion?

None at all.

150. You think that permanent farm roads are a proper object for outlay and charge?

I do, certainly.

151. You think that planting for shelter is a proper object?

I think planting for shelter is extremely desirable.

152. Lord *Redesdale.*] Do you mean the whole charge to be put upon the inheritance for those objects?

I think half is the present amount charged; I would not charge the whole of planting for shelter.

153. Would you charge the whole expense of permanent farm roads?

Yes; I see no objection to that, but I would not for planting for shelter; I think for buildings three-fourths is very satisfactory.

154. Would you allow a charge for planting for periodical cutting?

Certainly not.

155. Lord *Portman.*] Supposing it was shown to you, that planting for periodical cutting could not possibly for 22 years yield any profit to the man who went to the expense of doing it, but that the land was improved in value to the extent of from 7*s.* an acre to 21*s.* an acre; should you then hesitate to allow a charge for planting for periodical cutting?

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It would be very difficult to state under such circumstances; my general impression would be against it; but I do not mean to say that, if certain evidence were adduced, I might not think it desirable; but my present view is, that it is not a desirable power to give to companies.

156. Lord *Redesdale.*] Your view of your duties under any of these Private Acts when passed is, that whatever Parliament has allowed to be done, if you are asked to do it, you are bound to grant it?

Provided we are fully satisfied that the improvements which are contemplated will more than repay the amount that is charged upon the property; those are the words of the Act of Parliament; but we do not require any great margin, because a portion of the principal is repaid every year.

157. *Chairman.*] If that margin is not very large, are you not liable, in consequence of the variation in the prices of agricultural produce, to injure the remainder-man very seriously, even by a charge for a period of 22 years?

As to the prices of agricultural produce, of course you must take the chance: agricultural produce may be either much dearer or much cheaper, according to circumstances; and I should not feel that it was necessary to go into the probable price of corn 20 years hence, but I take the ordinary prices; if prices at a particular time are very exceptional, that is to say, if, in consequence of the present war, prices got up to a very great extent, I should not then go upon those prices, because I should think it a mere exceptional case; but if the rise or fall is not very excessive, we generally deal with the prices of the day.

158. Would you think it desirable to charge only three-fourths of the expenditure, as in the case of buildings?

I think not, because I consider that by that means you would stop an immense deal of improvement, which is extremely beneficial, by bringing large quantities of land into cultivation and into more profitable use. The landowner now repays the whole if he lives long enough; and if you were to saddle him with one-fourth of the outlay, I think you would be requiring from the tenant for life more than is necessary for the protection of the public interest.

159. Would it be a proper provision, in the case of the West of England Company, where the charge is a permanent one?

I think so, decidedly, because I object most strongly to a permanent charge.

160. Do you think it would be desirable to require the consent of all parties interested to be given?

I think it would cause great expense, and not afford more protection; practically, you would find that the eldest son, or the person next in reversion, would give consent: he would think it an invidious thing to dissent, and you would get an assent almost as a matter of course; therefore, I do not think it would be any particular protection, and it would incur much expense.

161. Lord *Ardrossan.*] Do you think that sufficient publicity is given by the notices prescribed to be given in the newspapers?

I think that very often two notices in the local paper are not sufficient.

162. You would recommend some additional publicity being given?

I think that service of notice, as far as the first estate of inheritance, and upon all incumbrancers, is a very desirable thing, and a great safeguard.

163. *Chairman.*] But you would not require the consent of those parties to be expressed?

No; I would give them an opportunity of dissenting or appearing; but I do not think their assent necessary.

164. Earl of *Harrowby.*] Is there not great difficulty in giving effective notice to the mortgagees?

A very simple machinery is provided by the Act. The landowner is bound to make a declaration of all incumbrances, and the services are very easily effected.

165. *Chairman.*] Does the service fall upon you or upon the parties?

It falls upon the company; they are bound to produce the newspaper notice to us, and to prove that notice has been given to all persons included in the declaration of the landowner, whether entitled in remainder, or having charges.

166. Lord

166. Lord *Redesdale.*] Is the expense paid out of the general commission, or is it a separate part of the estate?

I have no doubt that the expense is paid out of the commission.

167. *Chairman.*] Supposing there were any incumbrancers who were not mentioned in the declaration, what would be the result after you had made the contract?

If the declaration was fraudulent, of course the incumbrancer would get no notice; the charge would be good: these securities, to be at all valuable, must be unimpeachable. If you once allow the fact of a landowner having made a false declaration with respect to the parties to whom notice was to be given to invalidate the security, you would never get any one to advance money.

168. What would be the remedy of the individual?

He would have none, except that he might indict the landowner for perjury.

169. Then, in point of fact, if an individual has mortgaged a property, and the mortgage is not made known in the declaration, the mortgagee is precluded from the security which he holds?

Not at all; I consider that none of these Acts of Parliament in any way interfere with mortgages, if due care is taken, because the outlay for which the charge is created effects improvements on the land greater than the amount that is charged thereon; therefore even if the mortgagee gets no notice, the property is so far improved that his security is not damnified.

170. Have you not stated that, except in the instance of rent-charge and ground-rents, the charge of the company has priority to every charge?

Yes.

171. Then, supposing an estate to be mortgaged nearly to its full value, as the rent-charge of the company has the priority over every other charge, supposing any one of those mortgages is left out of the declaration, what is the remedy of the mortgagee?

The only effect is that he cannot dissent; but still no charge would be created upon the property unless the improvement exceeded the amount of the charge; therefore his security would not be damnified.

172. But how are you to know that there is that charge?

I do not care whether there is or not. I will assume that the estate may be mortgaged to three-fourths of its value; but if I improve the property to an extent equal to the amount of the new charge, I do not damnify the mortgagee; in fact, we have had cases under the Drainage Act in which we have had applications by mortgagees in possession applying to have the land drained and improved; they were actually in possession by reason of the securities being too small, and yet they have applied to have the land drained and improved, and a charge created above all the mortgages, showing that they considered that an improvement would be effected by the drainage, exceeding the amount of rent-charge that would be laid upon it.

173. Lord *Ardrossan.*] In short, the Commissioners are the guardians of the mortgagees?

Decidedly.

174. *Chairman.*] If you have no fixed limit beyond which you will not go in granting the power of charging, how can you protect the interest of the mortgagee?

Because we never create a new charge upon property, unless we are satisfied that the amount of improvement will exceed the amount of the charge.

175. Earl of *Harrowby.*] You rather improve than otherwise the position of the mortgagee?

Yes.

176. But your argument goes upon the supposition that the improvement is kept in good condition during the whole time of the burden?

It undoubtedly does.

177. You run the risk of the possibility of the security being impaired by the improvement not being kept in good condition?

Yes.

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178. Lord *Ardrossan.*] For that reason you think that 50 years is too long a period to allow for the charge, and that 25 years is the utmost that ought to be allowed?
Yes.

179. Earl of *Harrowby.*] You are aware that in the case of drainage, it is possible to convert in three or four years that which is of great advantage into an actual damage, if the outfalls are not attended to?
Yes.

180. Earl *De Lawarr.*] No security is taken for keeping up the works?
No; the only security you can give is for the remainder-man to have ample powers against the tenant for life, and to require annual certificates from the landowner, or from some competent person, that the improvements are kept in a proper state of repair: I think no other security can be suggested that is practicable; I think that an inspection and certificate annually would give additional security.

181. That inspection and certificate is not now given?
It is not.

182. Earl of *Harrowby.*] Would it not be expensive?
It would be expensive to a certain extent.

183. *Chairman.*] Could you not give the additional security of the company?
Under the General Lands Drainage Company's Act, annual certificates of the state of the outlay are required: under the Public Acts, the landowner is bound to return to us an annual statement of the outfalls being kept in proper repair, and of the state of the drains.

184. Might you not make the company liable for the works being kept in good condition?
You might require the company to have proper certificates, but you could not make them responsible for the certificates being *bonâ fide*; if you did, they would be obliged to have a staff of Inspectors perpetually going round the country, which would be a great expense.

185. Lord *Portman.*] You stated that you preferred 25 years as the period of the charge to any other length of time; what is the period allowed under the Gilbert Act in the case of church property?
I do not know.

186. Is it within your cognizance that not long ago, for the purpose of ecclesiastical buildings, the time was extended by Parliament to 30 years?
I was not aware of that.

187. Have you heard of any cases in connexion with the West of England Company, where the owners of parsonage houses have applied, under that company, to borrow money, and make a charge upon the living of any improvement?
Yes; but the consent of the bishop and patron is required, as well as the application of the incumbent.

188. Lord *Redesdale.*] Have you ever allowed a permanent charge to be made upon an advowson?
I think there is one case in which there was a permanent charge.

189. Earl of *Harrowby.*] Was it for drainage or for buildings?
Drainage.

190. Earl *De Lawarr.*] You stated that in all cases you require the general farm buildings upon an estate to be put in repair before you allow the erection of a house?
I have said that we sometimes required that, where those buildings were in any way connected with the new buildings about to be erected.

191. It is limited to that, and not extended to the general farm buildings upon the estate?
No.

192. Take the case of an estate where the buildings are generally in a very bad state, would you insist upon it in that case?

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We have in certain instances required that to be done; but, on the other hand, the buildings on a particular farm generally have no connexion with the other farm buildings upon the estate; and when buildings are required upon such a farm, we should not have anything to do with the other parts of the estate.

193. Take the case of a farm about to undergo the process of being drained, the homesteads of which farm were very bad, should you in that case require those buildings to be put in repair before you allowed the erection of a steam-engine, or anything else, for drainage?

Not for drainage, but for additional buildings we should; because we should not think that we were justified in allowing the charge to be put upon the property unless the present buildings were put in a proper state of repair.

194. *Chairman.*] Do you strictly confine the power of raising money upon buildings to farm buildings, or do you extend it to houses?

Farm buildings, and in certain districts, farm labourers' cottages, where the general custom of the country is to have cottages belonging to the estate.

195. You do not in any case extend it to gentlemen's houses?

No; indeed we object to agents' houses. We have been applied to, to sanction the erection of agents' houses, but we thought they did not fall fairly and reasonably within the scope of the Act of Parliament.

196. Lord *Ardrossan.*] Do you authorize ornamental farm buildings?

No, unless the landowner chooses to ornament them at his own expense, independently of the price we allow to be charged; we think it ought to be a solid work, not ornamental.

197. Lord *Redesdale.*] Are you a lawyer?

Yes.

198. Would a person incumbering an estate under any one of these Acts be liable to the heir for dilapidations on account of his neglecting to keep in order those works which he has himself created?

He would be liable, because the Act of Parliament declares that he shall keep them in repair, and that the remainder-man shall have a remedy.

199. It requires that in all the cases?

It does.

The Witness is directed to withdraw.

WILLIAM BLAMIRE, Esquire, is called in, and examined as follows:

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200. *Chairman.*] HAVING already gone into the detail of these Acts, there appears to be nothing upon which we need further information upon the subject, except to ask you what defects appear to you to exist in them, and what remedies you would suggest for those defects?

It would appear to me, that the want of uniformity in the existing Acts as to the works of improvement therein sanctioned, is a serious defect, and one which it would be expedient to remedy, by extending the provisions of the Private Money Drainage Act, so as to embrace every kind of improvement sanctioned under any of the Companies' Acts. To parties in possession of settled estates, it would often be most convenient to execute works of improvement from their own resources, taking a charge upon the lands so improved for the term allowed. Assuming such an extension to be authorised, I would venture to suggest that a Public Act should be passed, authorising any of the existing companies, or any company to be hereafter formed, whose sufficiency had been certified by the Board of Trade, to bring themselves under the provisions of such Public Act, a provision in which should authorise the system of debentures, as in the Lands Improvement Company's Act. That principle appears to me to be a very valuable one. The extent to which the Lands Improvement Company has, within the last 18 months, negotiated loans, is very large, nearly

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300,000*l.* Companies have this great advantage, that negotiating with assurance companies for very large loans, they borrow on much more moderate terms than any private individual can do.

201. Would you allow those companies so formed to be in any way the executors of the works?
No; I think it is not advisable that companies should themselves execute work, because it necessarily imposes upon the landowner greater expense than if he were his own contractor, the company being merely the negotiator of the loan, and taking upon itself the responsibility of seeing that the security is formal, and that the prescribed notices have been duly served.

202. Would you limit the period of charging the estate to 22 years, which is the period in the Public Act, or would you add any number of years to that period?
I should think the number of years might be fairly extended to 30.

203. Including charges for buildings?
Yes, including charges for buildings.

204. Lord *Ardrossan.*] In short, for all the purposes connected with the Act?
Yes.

205. *Chairman.*] Can you suggest any security for the improvements being kept in repair during the period of 30 years?
The Commissioners do not, of course, sanction any buildings, except such as are of a permanent character. If farm buildings are properly erected, there ought to be no material repairs required during the period of 30 years.

206. With respect to insurance against fire, what security would you require for the insurance being kept up?
All the existing Acts, as I recollect, contain provisions for insurance against damage by fire.

207. How could you insure the tenant in possession keeping up the insurance?
The companies make it imperative upon the borrower to insure.

208. In default of its being kept up, what remedy would you give to the remainder-man?
Should any difficulty arise on that point, the company lending the money might exact a higher rate of instalment, sufficient to meet the insurance, and pay it themselves.

209. With regard to drainage; you are aware that in three or four years the whole of the drainage may be entirely destroyed by neglect; what supervision would you exercise to prevent that?
That would appear to me to be assuming a case which is never likely to occur. Drains may be partially deranged and stopped by ferruginous matter, or the roots of plants filling them; such instances, however, are only occasional, and cannot, I think, be calculated upon to any extent. Drains properly and efficiently made ought to last an immense number of years without any repairs, provided the outfalls are kept clear, and carefully attended to.

210. How can you insure that the outfalls shall be properly attended to?
It is provided, by the Act of 1846, that the person liable to pay the instalments shall once in every year certify the state of the drains and outfalls, and (in default of keeping them in proper order), shall be liable to an action as for waste; we obtain such certificates yearly.

211. Are they annually recorded in your office?
Yes.

212. Have you any remedy in default of such certificate being sent?
No; but the remainder-man would have a remedy, as before stated.

213. What is that remedy?
A pecuniary remedy against the tenant in possession for waste.

214. You have stated, as your opinion, that the period for which an estate should be charged might amount to 30 years; are we to understand that you would disapprove of any longer period being granted?
I am not prepared to say what the exact term ought to be; but the charge ought to be a terminable annuity.

215. You object to the power at present held by the West of England Company of charging the estate in perpetuity?
I think the power of charging an estate in perpetuity, for money expended in improvements, is a very dangerous one.

216. Lord *Ardrossan*] Do you consider that there is any danger of landed proprietors finding it difficult to obtain money on mortgage on their estate in consequence of this rent-charge being a prior charge on the estate?
No, I should think not.

217. You do not anticipate that, in consequence of the rent-charge being a prior charge, the value of land would at all be deteriorated?
Certainly not.

218. Lord *Redesdale.*] Ought not every mortgagee to have notice of the intention of laying out money under this Act?
I think it would be desirable; and, generally, they have notice.

219. Not under all the Acts?
Not under all the Acts, otherwise than by advertisement.

220. Lord *Portman.*] You object particularly to the power which the West of England Company have of charging the estate in perpetuity?
I think that it is a dangerous power, and it is a very delicate power to exercise.

221. With that opinion, do you see any objection to preventing that company from making fresh burdens to that extent?
The company, I fancy, will resist, as far as they can, the repeal of their Act: I should think the most prudent course would be to make the borrowing of money upon terminable annuities so easy and cheap as to beat them out of the market.

222. Are you aware of any case in which, in your opinion, the heir is likely to be damnified by this extensive power which the West of England Company have?
No, I am not. We feel that the responsibility thrown upon us is a most onerous one; and we exercise the best discretion in our power, in order to be satisfied that the contemplated improvements will add a permanent value to the estate, and will do more than meet the charge.

223. In such a case as that, where the charge was a permanent one, you would exercise a very stern discretion to protect the heir?
Certainly.

224. *Chairman.*] Have you had a question before you as to whether the West of England Company have the power to charge for buildings?
The Company have raised that question; but we apprehend they have no such power.

225. Would they be likely to consent to give up their powers for imposing a permanent charge upon the property for the sake of obtaining this power of charging for buildings?
I should think, if they were prudent, they would. In cases where no objection is taken—the remainder-man being of age—on proof before two justices that the requisite notices have been given, and on the certificate of three directors of the company, power is given to charge property in perpetuity. This power appears to me to be a very dangerous one. Where the remainder-man is an infant, then they are obliged to come to us.

226. Is it not possible that the tenant in possession should make a profit by charging his estate?
There are instances within my own knowledge where the owners of estates

have made their tenants pay more than the instalments for permission to have the money.

227. Does that apply to the West of England Company?
No, I did not mean it to apply to the West of England; I meant it to apply to money borrowed under Government loans.

228. Lord *Ardrossan.*] Do you see any objections to the powers granted to the Lands Improvement Company?
No, I do not; they do not execute any works.

229. Lord *Redesdale.*] But may not they?
They never have done so.

230. Earl of *Harrowby.*] Do not the Cheshire Company execute works?
We know nothing of the Cheshire Company.

231. Lord *Portman.*] You have spoken of the Private Money Drainage Act; in what Session was it passed?
It was passed in the year 1849.

232. Was it a Public Act?
It was.

233. *Chairman.*] Are there not some very extensive powers taken by these companies with regard to outfalls?
No; with the exception of the West of England Company, they have no available power as to outfalls, except the power under an Act ordinarily called Lord Lincoln's Act; an Act which passed in the year 1847. The General Land Drainage Company have certain powers, but they are too imperfect to be acted upon.

234. Then, though the powers are professed to be given, they are not operative?
We have found great difficulty in authorizing them.

235. Have you, in any instance, authorized them to work them against the opinion of the neighbouring landowners?
No; we have had cases where the neighbouring landowners objected, and where the matter was arranged by compromise.

236. Lord *Portman.*] Do you think that sufficient care is taken of the heir in these Private Acts?
It is our duty to take care of the interests of the remainder-man, and we do all that we can to be assured that he will not be damnified. In the case of buildings, it is often a difficult thing to decide whether the proposed buildings will advance the value of the farm so much as to do more than meet the expenditure.

237. Is it not the case, that often buildings are required, rather in order to get a tenant at all, than to enhance the value of the farm?
Yes, frequently; and there are many cases where the tenant is perfectly willing to pay (having a lease of some length, and more particularly in Scotland), a larger sum than will cover the instalments: where the tenant is merely holding from year to year, it becomes a matter of more difficulty to be satisfied whether it is for the permanent benefit of the estate to sanction the improvement.

238. Lord *Ardrossan.*] Do you think that the power which is possessed by the Lands Improvement Company of granting debentures on their loan is a privilege valuable to the public, as well as to themselves?
Unquestionably most valuable.

239. Lord *Redesdale.*] In what way?
If the company lend 1,000 *l.* to each of 20 landowners, they then, by the issue, under the sanction of the Commissioners, of a set of debentures for 20,000 *l.*, would have no difficulty in disposing of them in the money market: it is believed that that security will take precedence of nearly every other security. No debentures have yet been actually issued: we are told that application will be forthwith made for the issue of a certain amount of debentures.

240. Earl *De Lawarr.*] In short, you think it will facilitate very much the obtaining of the money?
Certainly.

241. Lord *Ardrossan.*] It enables the company to reproduce the money easily?
Yes, to go on lending to a great extent, without having a very large amount of paid-up capital.

242. Without any danger to the public?
Certainly.

243. *Chairman.*] Do you think it would be desirable to put a limit to the charge upon the estate other than that which now exists, in the judgment of the Commissioners?
It would appear to me to be very difficult to devise the imposition of any limit: you have often to deal with estates capable of the greatest improvement, but producing little in an unimproved state; the limit of the present rent could not, therefore, be available.

244. In the case of buildings, you have a rule that the charge shall not amount to above three-fourths of the expense; would it not be desirable to make that provision extend to drainage, and other works of improvement as well?
I think it would be difficult in practice to carry that out with justice to the interests of the party applying for the loan?

245. Lord *Portman.*] Have any cases come within your knowledge where parties have applied to borrow money of one or other of these companies, but when they found that the tenant for life was obliged to find one-fourth of the money, the works were stopped, from their inability to do it?
No, I am not aware of that.

246. Lord *Berners.*] Have you ever made any calculation of the proportionate increase in the value of land, by reason of having good buildings upon it; suppose, for example, a farm which may be worth, with moderate building upon it, 30 *s.* an acre, have you ever made any calculation of the increase of value by having good buildings upon it?
No; because the buildings necessary for the proper cultivation of the farm depend so much upon the requirements of the farm, and upon the district in which it is situated: a light-land farm requires a much less extent of buildings than a heavy-land farm; it is impossible to lay down any general rule.

247. Have you ever made any calculation whether it would amount to as much as one-fifth or one-sixth?
Yes; it would amount to more than one-fifth in many instances.

248. Lord *Redesdale.*] Do you think that money laid out in building a farm-house ever obtains an increased rent equal to the interest upon the cost?
Yes, I think so; because there are many farmers of capital who will not live in an inferior house; they would not take the farm at all.

249. And you think they would give the whole value of the per-centage both for the buildings and the house?
Yes, certainly.

250. Lord *Portman.*] You mean *minus* the value of the old inferior house and buildings. You would not put the whole cost of the new buildings upon the rent, but rather the difference between the good and the bad buildings?
The old bad buildings would require a certain sum to keep them in repair, and the sum that would be so expended in repairs should be deducted from the present rent.

251. Lord *Ardrossan.*] The more you improve the farm, the larger you want the steadings?
Certainly.

252. Earl of *Harrowby.*] In some cases would not very great advantage be derived by taking down the buildings situated at the end of a large farm, and placing the buildings in the centre of the farm?
Yes.

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Yes. The point to be kept in view is so to place farm steadings, and so to plan the buildings, as to economise labour to the utmost.

253. Lord *Ardrossan.*] Do you think that farm-roads are a proper subject for charging an estate in this way?
I think they are.

254. With the whole expenditure or not?
Good roads on a farm may, under particular circumstances, be indispensable to its letting, and to its making a good return.

255. You see no objection to placing the whole charge of making a permanent farm-road upon the inheritance?
I do not. We have often been asked to authorise the expenditure of money for making roads which were not strictly farm-roads, as roads for the carriage of timber; we have invariably refused, and have thought ourselves justified in refusing to give such authority. We sanction only roads necessary for the cultivation of the land.

256. Earl of *Harrowby.*] As those roads require a considerable outlay to keep them in repair, do you think it is right to charge the whole outlay upon the estate for a long period?
I should myself think that it was enough to throw upon the tenant in possession the keeping them in proper repair.

257. The materials have sometimes to be hauled from a considerable distance?
Yes. The expense of making roads in certain districts is very large.

258. And the expense of keeping them up?
If they are made upon a sound foundation, and as they ought to be, I should not think that the expense of keeping them in repair could be very great, the traffic being that of a mere farm.

259. Lord *Portman.*] Does not that annual expense afford some security that the tenant for life would not have the road made unless he wanted it?
Certainly.

260. Lord *Redesdale.*] You say that in the case of the Lands Improvement Company no contract has been entered into by the company for executing any of these works?
Not any for the actual execution of the works by the company.

261. Then have all the contracts sanctioned by the Commissioners been for enabling landowners to execute the works themselves, the money being advanced by the company?
No; the Lands Improvement Company have never, in any instance that I am aware of, advanced any money to carry on works. I understand that that company do not advance money to landowners for the purpose of executing works, unless under special circumstances, which are very rare. Assuming a landowner to be unable to advance more than a small sum from his own resources for the execution of works, and unable to borrow from a banker, he might arrange with the company to have an absolute order, when 500 *l.* or other sum agreed upon had been expended. To this the company would not object, as the expense incident to the inspection prior to the issue of an absolute order falls upon the landowner.

262. Then where is the landowner to get the money before the execution of the works?
Bankers will generally advance money upon the security of the provisional order.

263. Then the landowner enters into a provisional contract with the company for the execution by himself, and under the superintendence of the company, of certain improvements which have been sanctioned by the company?
The company do not execute any works, or take upon themselves the onus of superintending the execution of the works.

264. Will you state under what provision in any clause of their Act they advance the money?
So soon as the Inclosure Commissioners are satisfied of the expediency of the proposed

proposed works, they sanction, by a provisional order, the execution of such works under the 32d section. The process is simply this: a landowner makes application for a loan; the application is forwarded to us, and we appoint an inspector to examine what is proposed to be done: the landowner having arranged his own plans, and submitted a copy of those plans and a specification to us, we place them in the hands of the inspector, who examines the property; and if his report is favourable, and we are satisfied (or if we are satisfied by further inquiries), we issue a provisional order; and that provisional order would be received by many bankers as a sufficient security, either *per se*, or in addition to the landowner's personal security, for the advance of a certain sum of money.

265. Then is the provisional order issued by the Commissioners before any provisional contract is entered into?

No; the provisional contract is agreed upon, examined by the inspector, and approved by the Commissioners before they issue a provisional order.

266. Then the provisional contract is entered into under section 32 of the Act?

Yes; the company, when their first Act was obtained, had (I have understood) some intention of practically superintending the execution of the works themselves; but they have never done so.

267. Will you point out under what portion of section 32 their provisional contracts have been entered into?

"Any landowner may enter into a like provisional contract with the company for the execution, by such landowner, under the superintendence of the company, of any of the said improvements on lands in which he is interested, by means of money to be advanced by the company to the landowner." The provision in this section requiring the superintendence of the company as to the execution of the works has not been acted upon.

268. Then what portion has been acted upon; because there can be no legal provisional contract, unless it is done in accordance with this clause?

At line 37 it is provided, that "any landowner may enter into any provisional contract:" that would give them the power.

269. But it goes on, "and for the execution by the company of such works as may be thought proper for such improvement"; does it not appear that there is no power given under this Act for any provisional contract to be entered into unless the works are to be done under the superintendence of the company?

Our construction of the Act leads to a different conclusion.

270. What is the nature of the provisional contract entered into between the landowner and the company that you have sanctioned?

The contract sets forth the work to be done, the terms and conditions of the work, and the sum to be paid.

271. Whom does the contract bind?

The party entering into it, and the company.

272. Supposing the sum agreed to be advanced by the company should not be sufficient in the result to carry out the improvement agreed upon, how is the work to be completed?

The landowner would in such a case have to make up the deficiency himself.

273. Supposing the landowner should die, would his heir be bound to find the money?

I should think not.

274. Then how could the work be completed?

The sum at which the estimate is calculated has always, as far as I know, been sufficient for the execution of the work.

275. Lord *Ardrossan*.] In the event of the contracting party, the proprietor, dying before the contract was finished, and the works cost him more than was contracted for, would not his personal estate be liable for the remainder?

I should suppose it would.

W. Blamire, Esq.
17th May 1855.

276. Lord *Redesdale.*] Do the terms of the contract always run to that extent, that where the drainage costs more than the sum which has been approved of by the Commissioners as the amount proper to be charged upon the estate, the person contracting shall find any surplus money that is necessary to complete the work?

If the sum named in the contract should not be sufficient for the entire drainage of the estate, such portion only of the estate would be drained as the money was sufficient to pay for.

277. Would you sanction the charge upon the estate if the whole work which was contracted for, and upon which the values had been based, was executed?

In the event of the works executed exceeding the amount of the contract, we could not sanction such excess.

278. Lord *Portman.*] A tenant for life makes a bargain with the company, whereupon he gets a provisional order?

Yes.

279. From some parties he borrows the money?

Temporarily.

280. Then, suppose he dies before the work is finished, and before the absolute order is given, the absolute order not being given till the works are finished?

The Act contains a power authorizing the issue of more absolute orders than one.

281. Supposing the tenant for life has completed only a portion of the work before his death, you would give an absolute order for that portion, if you were satisfied that there was a sufficiently permanent improvement to justify that order?

Yes.

282. Lord *Redesdale.*] You say that the landowner gets the money temporarily; in what manner does he get the money temporarily; is it through the assistance of the Lands Improvement Company?

He borrows the money on his own account from some banker.

283. What security does he give for that money?

The provisional order, and his personal security.

284. Supposing his personal security is worth nothing?

Then he possibly might not get the money.

285. *Chairman.*] The company prove to you that the work has been executed before you grant the charge?

Yes.

286. You do not look to the landowner to prove that to you, but you look to the company to prove it to you?

We look to our own inspector to prove it.

287. On your inspector certifying to you that the work has been properly executed, you give a charge to the company?

We apprise the company that the conditions have been all satisfied, and then they apply for an absolute order.

288. Then you grant the absolute order to the company, and not to the landowner?

Yes.

289. If it should so occur that the work has not been executed, who would be the loser; would it be the company?

The company.

290. Of course the company would have a right to recover from the landowner?

So far as they could.

291. But no charge would be made upon the heir in remainder?

Under some contracts the remainder-man would be legally bound. The practice of the companies, however, is to release him, and to annul the contract.

292. Lord

292. Lord *Ardrossan.*] The personal property of the owner who had died would be liable?

Yes.

293. Lord *Redesdale.*] Can you let the Committee have copies of some contracts which have been entered into?

Yes; I can supply copies of contracts of each of the companies.

294. *Chairman.*] Do you think it would be desirable to have tracings of the plans of all the schemes of improvement which you authorize, deposited and kept in your office as a matter of record?

We necessarily always keep them.

295. Lord *Redesdale.*] Have you tracings of all the drainage carried out?

Not of all the drainages; because landowners have the option of affording the means of identifying their estates by a particular, that is to say, by setting out, "estate so and so, in the occupation of so and so, containing fields so and so, and a specified quantity in acres, roods and perches; "generally, however, they furnish a map.

296. Would it not be convenient, as a security for successors, that maps should be always found as matter of record in the office, to which the successor might have access, as enabling him to ascertain in what manner the works have been carried out?

It is our duty to take care that the Government have such an identification of the property given in charge as would enable them at any time to take possession of the land if the instalments were not paid when due.

297. Would not such tracings of the plans enable them to ascertain that the drains are there, and to recover drains that in process of time might have been lost sight of?

There are some landowners who have proper plans made of their estates, with the drains correctly laid down upon them, so that at any time the exact direction of each drain may be ascertained.

298. Would it not be desirable if the office were entitled to insist upon such plans being always deposited, and to keep them?

I think it would be highly desirable; certain intelligent landowners have taken that precaution; but many have not.

299. Are you not aware that documents of that sort are liable to become lost in the contingencies of an estate, and that there is sometimes great difficulty in recovering an accurate knowledge of works of this nature which have been executed at any distant time?

Yes. The Inclosure Office is a suitable place of deposit for all documents of that sort.

300. Lord *Berners.*] Have you any idea what it would cost to make a detailed map of the drainage?

It would cost 1 *s.* or 1 *s.* 2 *d.* an acre.

301. Supposing a farm was valued at 30 *s.* an acre with no house upon it; if a house was built upon it, should you consider that 5 *s.*, or one-sixth of the former value, would be a fair sum to add to the rating of that farm in the parish?

I should think that, in many cases, 5 *s.* per acre would not be sufficient, and that the benefit to the estate might fairly be estimated more highly.

302. Can you say how much?

One ought to know the particular case and the circumstances to say how much; I merely give a general opinion.

303. *Chairman.*] In these Acts there are forms of appealing against the dissent of objectors; do you think it desirable, in the first place, to give any appeal against the dissent of objectors?

Not having the advantage of being a legal person, I should feel a difficulty in answering that question.

304. Do you think that an objection raised by an incumbrancer ought to be subject to any appeal whatever?

 Yes,

W. Blamire, Esq.
17th May 1855.

Yes, I think certainly there ought to be an appeal. Under the Public Acts, 4,000,000 *l.* of money have been lent, and there has never been an instance of an objection having been taken, except one, and that arose solely from malevolence, as I understood.

305. Was it made the subject of a compromise?
No; the party who lodged the objection was two or three days too late in doing so.

306. Assuming that it would be desirable to have an appeal against any objections that might be made to the advance of money, do you think that the forms of appeal given in the three Acts are advantageous, or which of them do you prefer?
Never having had any case of notice of appeal, except the instance which I have mentioned, I am not prepared to say that I have considered the matter sufficiently to give any decided answer.

307. Will you repeat shortly the improvements which you would wish to be made in the law?
It would appear to me to be highly expedient to extend the provisions of the Private Money Drainage Act, so as to embrace every kind of work of improvement at present sanctioned under the different Acts, and to pass a Public Act authorising any of the existing companies, or any company hereafter to be formed, whose sufficiency had been certified by the Board of Trade, to avail themselves of the provisions of such Public Act: the provisions of that Act should *inter alia* authorise an approved system of debentures, as in the case of the Lands Improvement Company's Act.

The Witness is directed to withdraw.

Ordered that this Committee be adjourned till Tuesday next,
One o'clock.

Die Martis, 22° Maii 1855.

LORDS PRESENT:

Marquess of Salisbury.	Lord Berners.
Earl of Hardwicke.	Lord Redesdale.
Earl De Lawarr.	Lord Ardrossan.
Viscount Sydney.	Lord Portman.

THE MARQUESS OF SALISBURY in the Chair.

THE HONOURABLE WILLIAM NAPIER is called in, and examined as follows:

Evidence on the Powers vested in Companies for the Improvement of Land.

The Hon. William Napier.

22d May 1855.

308. *Chairman.*] WILL you state what company you represent?

I represent the Lands Improvement Company, incorporated by special Act of Parliament on the 4th of August 1853.

309. The reference to this Committee is, "To consider whether it would not be desirable that the Powers now vested in Companies for the Improvement of Land should be made a subject of General Legislation;" and if you wish to offer any observations relating to your company, the Committee are prepared to hear them?

I should desire, first, to give any information as to the practical working of this company's Act of Parliament that your Lordships might wish for, and, in addition, to offer some explanations as to the great advantages which a company of this kind affords to the public—advantages which the company conceive are greater than those offered even by a Public Act: if there are any questions as to the working of this Act which your Lordships would wish me to answer in the first instance, I shall be most happy to reply to them.

310. Will you state the general course which you adopt in effecting any advance for purposes of improvement?

The machinery of this company is capable of giving to landowners the power of charging their own lands with the cost of improvements executed with their own money; that is one operation that can be carried out: that is to say, a landowner desirous of expending his own funds upon the agricultural improvement of his estate, and of charging such outlay on the estate for a term of years, can do so under this Act of Parliament, by its machinery: secondly, a landowner can apply for a loan for the same purpose. In either case, the landowner having satisfied himself as to the requirements of his property, and having made his arrangement with the tenantry, and having, by correspondence with the company, ascertained what are their specific powers and procedure, then makes application to the company; and a copy of that application, with plans, specifications and estimates of the proposed works, is forwarded to the Inclosure Commissioners for their examination: at the same time the company undertake an investigation as to the landowner's title to apply for the benefit of the Act. The Inclosure Commissioners having recived a copy of this application, and having satisfied themselves that the improvements sought for are those which may be granted under the Act, then forward the same to one of their Inspectors resident in the neighbourhood of the property to be improved, or to any one of the Inspectors who already may have the superintendence of works in the vicinity. The Inspector having received this application, by an arrangement with the agent or with the landowner, visits the property,

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property, and satisfies himself, by local examinations, that the improvements proposed are such as, when properly executed, will bring an annual return greater than the annual charge to be imposed in respect of the outlay. The Inspector having made his report, and having satisfied the Commissioners by his report, and by the plans and specifications and estimates which have been furnished by the landowner, the Commissioners then require the company to give evidence that the landowner is legally entitled to make application for the benefit of the Act, and also that they have served all parties interested in remainder or reversion, or as mortgagees in the lands to be improved, with a copy of the notice of the loan; also that a notice of the loan was published in a newspaper circulating in the district in which the improvement is to be made. These preliminaries having been all duly settled to the satisfaction of the Inclosure Commissioners, and two months having elapsed from the date of advertisement of the loan, and notice having been proved to be given to every party interested in the lands, as far as the Act requires, a provisional order is issued by the Inclosure Commissioners, sanctioning the execution of those improvements either by the company or under the superintendence of the company. A contract meanwhile has been entered into between the company and the landowner, by which the landowner undertakes to execute those works according to the plans, specification and estimate in a certain number of years, and by which he undertakes to allow the general superintendence of the company over those improvements, through the Inclosure Commissioners' Inspector, who is to be permitted at all times to have ingress and egress over those lands for the purpose of inspecting those works. The landowner then proceeds with those works, and having laid out as much money upon them as he shall care to be out of pocket, provided that he completes a specific work, a work complete in itself, and which will be beneficial in itself, the Inclosure Commissioners then pass such works, and authorize a payment to be made by the company on account of the whole loan, and the company receive a charge on the lands for the term of years and at the rate of interest agreed on. When this company was first incorporated, there were two courses open to them; one was, to be an executive company themselves, to construct the works; another course was, simply to act as a commercial company, merely as agents between the floating capital in the money market on the one hand, and the landed interest who require money to invest in improvements on the other; and using their Act of Parliament, of course, as the medium by which this operation might be carried out. The two courses were very much discussed; and at last it was decided, that in order to work such an Act of Parliament beneficially for the public, it was desirable that the company should simply be commercial, affording every facility for providing the money and effecting the improvements by the machinery of their Act of Parliament, but throwing the entire responsibility as to the beneficial value and also of the execution of the works (as provided by the Act) upon the Inclosure Commissioners. I desire to point out to your Lordships the very great facility that such a course gives the public for effecting improvements, either supposing landowners to lend their money, and merely to require power to charge their own lands, or supposing the landowners to require a loan. Sometimes gentlemen have large sums of money which probably would go to younger children, and that money can by this machinery be most beneficially employed in the improvement of the land, and be repaid in the course of a term of years.

311. Will you state by what clause in the Act the power of landowners to expend their own money, and to make it a charge upon the estate, is given?

By no specific clause, but in this simple manner: the landowner applies for a loan, and when he has executed his works, a charge on the lands improved is handed over to the company, and it is simply assigned to the landowner. The rent-charge itself is assigned to the landowner: that is the procedure by which the landowner is enabled to charge his own money. The transaction is nominally a loan: the landowner applies for a loan, executes his works, and goes through the whole procedure as if it were for a loan: the company receive the rent-charge. The landowner being then desirous to keep the charge himself, it is assigned to him by the form prescribed in the Act of Parliament.

312. What benefit do the company derive from such an assignment?

They derive a small commission for the use of the machinery of the Act; that

that commission is about 2½ per cent. If a landowner spends 1,000*l.* of his own money upon improvements, then for the use of the machinery of the Act, and for the company's agency with the Inclosure Commissioners, and for, in fact, enabling him to do all this without any trouble to himself, a small commission not exceeding 2½ per cent. on the outlay is charged.

313. What interest do you demand for the advance of money?

The interest has varied, since the commencement of the company's operations, from 4*l.* 4*s.* to 4*l.* 11*s.* 6*d.* at the present time; the rate is always a specific bargain at the moment. The principle upon which the rate of interest is determined is as follows: these securities are negotiable in the money market, and they can always be sold at a price; provided, therefore, that the company can hope, in all their transactions in the course of 25 years, to sell their rent-charges on an average at par, they are satisfied, and their rate of interest is calculated accordingly. The company began, say two years ago, to give loans at 4*l.* 4*s.* simple interest; they have for the last twelve months been charging 4*l.* 11*s.* 6*d.* Those rent-charges of 4*l.* 4*s.* simple interest are now sold at a loss; but when a time of peace shall come, those rent-charges at 4*l.* 11*s.* 6*d.* will be at a premium; therefore the company charge a rate of interest which they believe, on the average of the whole of their transactions in the course of 25 years, will bring them out at par: their profit is derived from a five per cent. commission in cases where loans are made, and 2½ per cent. commission in cases where the company merely afford the landowner the machinery of the Act for the purpose of charging the lands with the cost of improvements effected by his own funds.

314. In the case of enabling the individual to make a loan of his own money for the purpose of making improvements, what interest does he receive for it?

He receives then such a rate as the Inclosure Commissioners may allow him to charge his lands with. The practice is this: that the same rate is named as the company would have charged had a loan been made; but that is regulated by the Inclosure Commissioners. Supposing a landowner applies to the company to-day for a loan, but with the understanding that when those works are executed he is himself to keep the rent-charge, he would charge at the rate of 6*l.* 15*s.* per cent. per annum for the 25 years, which would be 4*l.* 11*s.* 6*d.* simple interest, the remainder being the yearly repayment of the capital.

315. Is there any clause in the Act by which the Commissioners are authorized to determine the interest which shall be paid upon the loan?

The company, by a clause in the Act, are limited to five per cent.

316. But you have stated that, in the case of a loan by the landowner himself, the charge is different from the case of a loan by the company; that in the one case you charge two and a half per cent. commission, and in the other you charge five per cent. commission; how does that apply to the landowner?

That is simply the commission; that is not the yearly rate of interest; that is a commission which is added to the amount expended on the works, and charged on the inheritance. If 1,000*l.* is spent on improvements, and the landowner is going to keep the charge himself, 2½ per cent. is added to that 1,000*l.*, and the whole sum is charged on the inheritance at the rate of 6*l.* 15*s.* per cent. for 25 years; it would be 1,025*l.* But supposing it is a case of loan from the company, 1,050*l.* would be charged, at 6*l.* 15*s.* per cent. for 25 years.

317. Then the loan from the landowner, to effect improvements on his own land, is charged precisely at the same rate of interest that the company is charging at the time?

That is the practice. The company have only been 18 months fairly in operation.

318. Would there be any power of deviation from that?

I think not; I think that in no case could the landowner, through the machinery of this company's Act, charge his land at a higher rate of interest than that permitted to the company for a loan.

319. Lord *Portman.*] You stated that the Inclosure Commissioners take the entire responsibility of the value of the work?

 Yes,

The Hon. William Napier.

22d May 1855.

Yes, of the execution of the work. A clause in the Act of Parliament specifically states that no improvement works shall be executed, unless the Inclosure Commissioners' Inspector certifies that the annual benefit to be derived from them will exceed the annual charge to be imposed under the Act.

320. Earl of *Hardwicke.*] You state that your company has been only 18 months in operation; have you had great success?

Greater than the company anticipated. When I say that the total amount of the applications to the company in the last 18 months has nearly amounted to 300,000 *l.*, I think your Lordships will consider that to be fair evidence of the popularity of the principles upon which the company are acting, and of the efficiency of the manner in which they endeavour to carry them out.

321. I understand you to say that you inform yourselves as to whether the improvements will give an ample return; is not that a speculative question?

The Inclosure Commissioners' Inspector has that onus thrown upon him by the Act of Parliament, and it is best that it should be thrown upon him entirely; I cannot think that his estimate is speculative. The Inspectors who are employed are all practical gentlemen, generally persons residing in the neighbourhood of the proposed improvements, who are engineers or surveyors, and agriculturists by education; and I cannot think that their estimate as to the probable success of these improvements, which are not novel improvements, but have been more or less the subject of practice for many hundreds of years, is speculative.

322. Of course the improvement on land has reference always to the letting of the land; are you quite sure that any improvement of this kind that you make upon the land will assure an ample return by an increase of the letting value, so as to cover the expenses of the improvement?

In the first place, I should say that the company knowing the whole of the arrangements that are made between the landowner and his tenants upon those occasions (for they see nearly the whole of these arrangements), they have in no case ever heard of any proposed improvement in which 7 per cent. was not added to the value, where the land was only to be charged 6 *l.* 15 *s.*; and in many cases the increase has been from 10 to 15 per cent., and the practical proof is, that in every case of a loan being proposed, or on the landowner desiring to charge his own lands, the application is rarely made until an arrangement has been made with the tenants for the future to pay the whole or the most of the interest; that is the practical result.

323. Lord *Berners.*] Do you keep any record of these improvements?

We keep a record of every step of the transaction, and upon the execution of any charge upon land in respect of such improvements, the landowner is immediately called upon to give a certificate that he has insured the buildings from fire, according to the Act, and at the end of every 12 months he, or his heir, and his agent, will be called upon to give a further certificate that these improvements have been maintained.

324. Supposing you have laid out 500 *l.* in drainage, what is the record kept of that?

The charge is registered in a book, one copy of which is kept in our office, another copy being kept in the Inclosure Commissioners' office.

325. Do you keep any record of the plans of the drains, or simply a record that so much has been laid out?

Simply that so much has been laid out in various improvements, and that so much money has been charged in respect of those improvements upon such and such lands.

326. Lord *Redesdale.*] And the record of such improvements being maintained is merely a certificate from the actual proprietor for the time being?

The company having been only 18 months in operation, there has not been time to complete all the arrangements, so that the form of those certificates are merely now under consideration; but it is the company's intention to carry out this plan, and to frame a certificate by which the landowner will state that he has duly maintained the efficiency of each of those improvements, in respect of which a certain sum of money has been charged upon his lands.

327. Is there any plan of inspection on the part of the company for the purpose of ascertaining the truth of this certificate?

A copy of the plan, specification and estimate in each case remains with the company and with the Inclosure Commissioners.

328. Is it the duty either of the company or of the Inclosure Commissioners to appoint any person periodically, during the time that the repayment continues, to inspect the drainage or the buildings, or other improvements, to see that they are in the state that the certificate vouches?

The Act of Parliament does not call upon the Inclosure Commissioners to do so. The Act of Parliament binds the landowner to maintain those improvements.

329. Do you not think that it would be expedient and just that the company should see to the proper maintenance of those improvements upon which they issue securities in the form of debentures?

The clause is the 68th, in which it is stated, "So long as any land shall continue charged with any such charge, the person for the time being bound to pay the yearly or other periodical payments of such charge shall be bound to uphold the improvements and works on account of which the land is charged therewith," &c. The company have considered themselves bound by that clause to call upon the landowner for a certificate that those improvements are kept up; but I think your Lordships will see that there is every probability of those improvements being duly kept up, when the tenant is charged with, and does actually pay, the rate of interest with respect to those improvements.

330. But that supposes that the tenant is under a lease which runs as long as the engagement with the company, and that he is able to fulfil the lease?

I think, practically, that no difficulty can or will arise under that head; but the company consider that they fulfil their duty and the law under this Act of Parliament, by calling on the landowner to furnish a certificate.

331. Do not you think it would be a reasonable and fair duty to cast upon the company, that they should themselves inspect and take care that those certificates are true?

I see a difficulty in that. Suppose the company to be called upon actually with their own eyes to see these things,—who are to be the judges? The company are not the judges of the efficiency of the works, in the first instance, by the Act of Parliament. Then how can they legitimately be made the judges of the maintenance of those works? I can understand that it might be thought desirable to require that of the Inclosure Commissioners, who are made the judges of the efficiency of the work in the first instance.

332. Are not these works of drainage done either by you, or under your inspection?

Not exactly under the company's inspection; the contracts are obliged to be carried out under the superintendence of the company: the company have understood that general superintendence to mean, that they are to supervise the whole of the steps of the carrying out of these contracts; and then the Inclosure Commissioners' Inspectors have a right, during the execution of the works, at all times to enter upon the lands; but as the onus of the efficiency of the works is not thrown upon the company, but is by the Act of Parliament specially thrown upon the Inclosure Commissioners and their Inspectors, the company have considered that it would neither be desirable nor beneficial to the landowner that they should exercise their general superintendence in any other way than through the Inclosure Commissioners' Inspectors.

333. *Chairman.*] Might not the company be responsible to the heir, and have their remedy against the owner?

The landowner is bound to maintain those works, and his certificate is to be obtained in the manner I have stated. I will suppose a very bad and impossible case: 1st. That the landowner has from year to year given a false certificate. 2dly. That the works have for a long time fallen into a state of disrepair. The rent at all times includes, and is well known by each succeeding tenant to include the cost of certain improvements charged upon these lands; and this will form a perfect protection for the efficient maintenance of the improvements.

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334. Lord *Redesdale.*] If a new tenant comes in, how does he know that the cost of the improvements is added to the old rent, when the fact may be, that the rent he pays does not amount to the old rent, and the cost of the improvement; does not he take it upon an entirely new footing?

He takes it on an entirely new footing; but you may depend upon it he takes it after analysing, figure by figure, the extent of accommodation upon the farm, the producing power of the farm, and what he expects to get out of it.

335. He takes it, perhaps, after the improvements have gone to pieces by neglect, and he takes it at a rate of rent at which he thinks he can pay himself, and make it remunerative to him; but is that any proof that the estate is improved by the operations for which the charge has been made, after the works have been for a long time neglected?

Your Lordship assumes a case which I humbly say is an impossible one, namely, the case of substantial farm-buildings, and of properly made drains, and of good roads and of adequate banks having gone absolutely into disrepair and become useless.

336. Earl of *Hardwicke.*] Are you prepared to give an opinion as to the durability of drains constructed in the most improved mode by tiles?

As an individual, I could offer my own humble opinion to your Lordships; but as the representative of the company, I can only repeat, that the entire onus of these improvements is thrown upon the Inclosure Commissioners, and not upon the company; therefore the company do not enter into this question in any shape.

337. You stated that a gentleman wishing to improve his estate, and having a sum of money in his possession reserved for his younger children, can spend that money in the improvement of the estate, and that then, by the assistance of the company, he can afterwards borrow to repay himself; what guarantee has the owner that you will lend the money after he has spent his own?

A contract; a short provisional contract is in all cases entered into between the landowner and the company, by which the arrangement is carried out. I need not tell your Lordships, that the character of a commercial company does not bear many failures in respect of contracts made and broken by them; the punishment would speedily fall upon the company.

338. Lord *Berners.*] With respect to the original certificates that are given, would you think it desirable that there should be attached to that original certificate a record of the number of feet of each drain, and the depth, and the cost of every field which should be either kept by the company, or delivered to the owner, similar to that contained in this paper?—(*A paper being shown to the Witness.*)

There would be great difficulty in such a record being carried out in so detailed a manner. Your Lordships are pretty well aware that there are large districts of this country of which there are not plans so detailed as to enable any one to lay down those improvements upon such an accurate scale as that shown in this plan; and to oblige the landowner in all cases to furnish such a large survey as would be really useful (for a plan upon a minute scale would be of no use), would, I think, be a very expensive affair; it would almost preclude a landowner attempting improvements. But I think that a record of the general nature of the improvements might very beneficially be kept, both by the landowner, the Inclosure Commissioners and the company, although not perhaps in so detailed a form as that suggested by your Lordship. There are many hundreds and thousands of acres in this country, especially in Scotland, in which plans on such a scale do not exist: the cost of those surveys would be enormous.

339. Do you use the tithe commutation surveys?

We use the tithe commutation surveys wherever we can find them available.

340. Lord *Ardrossan.*] But, in fact, there are very few counties in Scotland which have been surveyed?

Yes, very few.

341. Therefore, the difficulty would be tenfold in Scotland?

It would.

342. *Chairman.*]

342. *Chairman.*] What is the cause of the difference in the form of the contract with regard to Scotland and with regard to England?

The contracts are identically the same, with this exception: that to the Scotch contract is appended a special agreement, that the company will subject themselves, in the matter of those contracts, to the law of Scotland. The Scotch form of contract, and the English form of contract, at law differ; the legal form of contract in the two countries is entirely different; and therefore it was suggested that we should simply use the English form of contract in Scotland, but append to it a distinct declaration that the company subjects itself to the Court of Session, or to the ordinary law courts of the country, in respect of any asserted breach of engagement by the company.

343. Do not the words of the Scotch contract render the company responsible for the due execution of the improvements?

I think not; I think that that clause was suggested in order to meet any differences of opinion which might arise between the landowner and the company during the carrying out of the contracts, not with regard to the improvements themselves, but as to the terms and conditions of the contracts. The landowner might otherwise say, "I cannot sue this company, because they are in England; I cannot sue them in a Scotch court of law, unless they have bound themselves by their contract to submit themselves to the jurisdiction of Scotch law."

344. This contract binds the company and the landowner, his heirs, executors and administrators; it binds the heirs as well as the landowner himself?

It does bind the heirs as well as the landowner.

345. And gives them the same powers that the landowner would have?

In all cases of contracts the landowner's heir, or his executor or administrator, is bound by the contract to carry it out; but in no case is a contract enforced, unless by the wish of the succeeding tenant for life. In no case have the company found any difficulty with the succeeding tenant for life.

346. Earl *De Lawarr.*] Have you had many applications from landowners to use the powers of this Act whose estates are generally let to yearly tenants?

I should think that two-thirds of the applications in England are from the owners of properties who, at any rate, hitherto have been letting their lands in that manner.

347. Is it not practically found to be very difficult to get yearly tenants to promise to pay the interests of the money laid out, in addition to their rent?

I think not; I think that these improvements are so palpably beneficial to all farmers who undertake the business as a trade, as a commercial affair, that there must be very few cases in which any objection would be made by the succeeding yearly tenant. The practical result is this, that if one man objected at all to the charge for the improvement, other competitors would appear, and the highest bidder would take the lands and pay the interest for proper improvements.

348. I understand you to say that the majority of applications have been from landowners whose estates were let to yearly tenants?

In England, perhaps, but not in Scotland; and in England it is becoming less so every day.

349. Lord *Ardrossan.*] Is not the greater part of your business done in Scotland?

It is now about equally divided between England and Scotland.

350. In Scotland the greater portion of the land with which you do business is let on long leases?

I should say the whole.

351. *Chairman.*] When you say "long leases," you mean 19 years' leases?

Nineteen years.

352. Lord *Redesdale.*] What is the amount of capital subscribed in your company?

The company's capital is 10,000 shares of 10 *l.* each, viz., 100,000 *l.* There are about 4,500 shares subscribed for.

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353. Then the whole of your capital is not subscribed?

It is not completely subscribed, for it was not the company's desire to have a single pound of capital more subscribed than was absolutely necessary, because your Lordships will have seen by the explanations already given, that this company do not lend share-capital to the landowners. They obtain for the money lent a security which is always negotiable in the money market at a price, and therefore they act simply as agents between the landowner and the monied public, who have funds to invest in land at a rate of interest which shall bear some relation to the rate of interest of the day.

354. Lord *Ardrossan.*] You have the power of getting fresh money as you want it, by means of your debentures?

The company has applied for that power in the Bill which is now waiting the third reading in your Lordships' House. But in that case the company will not be allowed to issue debentures for the whole amount of their advances, unless capital to the amount of 100,000 *l.* has been subscribed, and unless proof is given to the Board of Trade that this amount is duly subscribed.

355. But the power of making those debentures was given by the Act of 1853?

To the extent of four-fifths of the money invested. The principle was granted by the first Act of Parliament, by which we were allowed to reproduce four-fifths of the money invested by means of debentures. But it was found impossible to work that, because, supposing a sum of 20,000 *l.* invested every year in the improvement of land, one-fifth reserve at the end of 25 years would amount to half a million of money lying by idle, with no benefit to any person, no benefit to the landowner, and decidedly a great injury to the company.

356. Lord *Redesdale.*] So that you are entering into large engagements with persons with a very small paid-up capital?

With a very small paid-up capital; our desire is to keep it as small as possible, because our paid-up capital is not used for that purpose. If your Lordships wish to know the exact practice of the company, I shall be very happy to give you full information with respect to the company's arrangements. As I have already said, a charge upon land is a very good security, and is at all times negotiable. The company's practice is to make arrangements with certain insurance companies and other monied capitalists to take so many thousand pounds of rent-charges during the course of the year. One company will engage to take 10,000 *l.*; another company might take 100,000 *l.*, or whatever might be agreeable to them. The real fact of the matter is, that every one of those charges are bargained for, to be delivered to a purchaser so soon as they are created and handed to the company by the Inclosure Commissioners.

357. Then, in fact, does not it appear that if arrangements were made by a Public Act, as the whole responsibility of the inspection and valuation depends upon the Inclosure Commissioners, there is no necessity for the interference of your company at all, because the landowner might get the money under the sanction of the Inclosure Commissioners without the assistance of the company?

There is at this time a Private Money Drainage Act, by which a landowner is enabled, on application to the Inclosure Commissioners, to charge his land, and he is then free, of course, to go and assign the security to any individual, or to any monied corporation whom he can find to take it; but I think your Lordships will see the great difference there is between a landowner living in the country, unacquainted perhaps with the forms of money transactions, and the state of the money market at the time, dealing with an insurance company for a sum, say of 3,000 *l.* or 5,000 *l.*, and a public company, with a financial character and credit, dealing with those companies and capitalists for very large sums. I may state to your Lordships, that at this moment I believe I shall bring a negotiation to a successful conclusion for a sum of 200,000 *l.* from one insurance company, to be delivered from time to time as the rent-charges come into the company's hands. No landowner could obtain the money at anything like the advantage that the company can in that way; it is not possible; I have proof of it in this fact, that at this time I have been selling the company's securities at 4 *l.* 8 *s.* 3 *d.* interest for 25 years, when other securities of a similar nature, under the Private Money Drainage Act, have been assigned to pay five per cent.:

cent.: that is simply because a commercial company, knowing the money market, and being in daily communication with capitalists and insurance companies, have the power, of course, to negotiate for large sums of money at an immense advantage over a landowner, who simply negotiates for a small sum of money, perhaps through his solicitor.

358. By the 15th clause of your new Act, you take power from time to time to borrow money on mortgage; on what principle do you think it right that you, being a money-lending company, should become a borrowing company?

I apprehend that there is no reason why this company should not borrow upon the mortgage of their future calls of their subscribed capital, as well as any other incorporated company; this is a power which is enjoyed by every company incorporated under any Act whatever.

359. But those other companies have works which are in themselves profitable, and which they retain; whereas you, under this Act, may dispose of all these securities as fast as they are created?

I can tell your Lordships why this clause was sought for in this case: supposing, for instance, that at the present moment some great financial disaster occurred; the war might continue longer than some people think for; the harvest might fail; money might be very dear, and the company might not choose to sacrifice their securities at the rate of interest at which alone they could be disposed of at that time; the company might, therefore, wish to borrow temporarily. It is a clause which I believe the company will never be called upon to use; but I think that it is a proper clause.

360. You say that your securities are preferable to any that can be devised, and therefore bear the best rate in the market. What reason, then, have you to suppose that in a time of commercial distress you could borrow upon the mortgage of your future calls to greater advantage than you could by disposing of your existing securities?

There is one reason why we should, perhaps, not like at a moment of great emergency to dispose of securities at a very unusually high rate of interest, and it is this, that it would damage the future value of those securities in other times. Supposing that from any causes the company were driven to sell those securities, to pay five per cent. interest; when better times came, and more of those securities were for sale, the company would be asked five per cent. interest at once, simply because it had been paid before. On no consideration would the company make such a damaging sale.

361. Have you not, in point of fact, in the transactions which you stated to have taken place, already borrowed?

No, we have not.

362. What are your transactions with insurance companies in which you agree with them for the advance of money?

An assignment according to the form in the Act of Parliament of certain securities which are to be delivered to them from time to time.

363. But those securities not being as yet created?

Yes.

364. And which may never be created?

If they are not created, the whole bargain between the insurance company and our company would fall to the ground.

365. Then what becomes of the money advanced by the insurance company?

They do not advance any money; the arrangement is simply this: I go to the manager of an insurance company and state, "The company will have (say) 50,000 *l.* worth of securities, first charges, upon land in course of this month or in the course of this year: do you wish to invest money in land, and at what rate will you take them, if the company have them to dispose of?" The insurance company will say, "We will have them to pay us 4 *l.* 8 *s.*," or 4 *l.* 10 *s.*, or whatever the rate of interest of the day may be. The agreement is come to in that way. Then as fast as the securities are delivered to the company by the Inclosure Commissioners, they are passed on by the company to the company who have purchased them.

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366. Where does the money come from that is to execute the works?
Of course there is a certain amount of capital required for making payments to the landowners while the money for the assignment of other rent-charges is coming in, while the reproduction, in fact, is going on. About 20,000 *l.* is sufficient, and more than sufficient, for the temporary purpose of paying money to the landowner, while some securities are being converted into cash in another direction. The assignment of the security does not, or ought not, to take a week; so that if we shall have paid away 5,000 *l.* to one person in the course of a week, that 5,000 *l.* comes back again by the assignment of the security. Thus a very small paid-up capital is amply sufficient to enable a commercial company, with any credit and any character, and any financial powers, to carry on a very large operation.

367. Lord *Portman.*] For whose benefit do you want to borrow money?
If we want to borrow money, it is for the benefit of the landowner entirely. There are a few cases in which the landowners have no power to advance a sufficient sum of money for the execution of a portion of the work complete in itself. The company might, therefore, have some demands upon them for assistance during the execution of a complete portion of the work; and in those cases it might be desirable now and then that we should have the power to borrow a certain amount of money upon the best security in the world, namely, that of the future calls of the company. Your Lordships will see that paid-up capital is no security to any body. Money paid up is gone. No company can profitably keep share-capital lying at their bankers. It is subscribed capital, subscriptions by good *bonâ fide* names, which is good security. The more money the company keep paid up at the bankers, the more dividend we should have to pay, and the more the landowner would have to pay, for the advantages of the Act of Parliament. The company's great object is to use as little money as possible, and therefore to have to call upon the landowner to have to pay as small a commission as possible; and that is the true mercantile, commercial principle.

368. Earl *De Lawarr.*] Do you consider that the landowner is enabled to execute his work at a cheaper rate by your having that power?
Yes; especially when the company have the power of reproducing the money, not by an assignment of the charges, but by these debentures. There are only about 16 or 20 Insurance Companies in London that will take those rent-charges; therefore if I can only sell these securities to 16 or 20 companies, the market is limited, and the insurance companies might combine together to force a price upon this company; but if instead of settling the security itself, I can by means of these debentures split the security into a certain number of parts or convenient amounts, and give those to various persons who have sums of money varying from 50 *l.* to 50,000 *l.* to invest for a certain number of years in land as a first charge at a fixed rate of interest, then, of course, I have thousands of purchasers for my field instead of 16 insurance companies; the consequence is that the company hope to obtain their money much cheaper when enabled to issue those debentures.

369. Therefore it will be for the benefit of the landowner?
It will benefit the landowner: the company do not want to get any advantage out of the rate of interest charged the landowner, and they do not get any advantage out of it; the company's sole advantage is their commission.

370. Lord *Ardrossan.*] If you were to try to get a higher rate of interest from the landowners, would not other companies undersell you?
Other companies would undersell us, and the company would have no business. There is no difference between the manner in which this business is carried on, and that in which any other mercantile transaction in the world is carried on. It is a question of demand and supply in a particular field of business, and the usual competition is brought to bear upon it in the most efficient manner.

371. *Chairman.*] Do I rightly understand you to say, that you take no concern whatever in the protection of the heir as to the application of the money you advance?
As to the mode of executing the works, that is entirely supervised by the

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Inclosure Commissioners, but the company maintain the right to enter upon those lands during the execution of the works by the Inclosure Commissioners' Inspectors; and I am desirous to point out to your Lordships the grounds upon which that form of procedure has been adopted. Upon what plea could a body of gentlemen in London, a few of whom are landowners, but most of whom are and will be commercial men, enter into the plans and specifications of improvements upon estates with no knowledge of the cultivation of the county, or the requirements of the lands, or the habits and customs of the county, as to those works; such an intervention by the company could only be attended with great expense to the landowner. The company would have to send down surveyors from London to enter into those examinations, who would also probably be ignorant of the individual peculiarities and requirements of the district; such a plan would in the first place be attended with great cost; and next, the company would be brought into collision with the natural adviser of the landowner upon these subjects. The landowner's own agent is the person that makes those examinations and preparations of plans, &c., and as long as the Inclosure Commissioners' Inspector approves of them, the inheritance is duly protected.

372. Is there anything further that you wish to state to the Committee?

If I might be allowed only to make a short statement as to the advantages which I consider a company like this presents, as compared with a Public Act enabling the landowner to charge his own lands. Supposing a Public Act were passed to-morrow to enable landowners to charge their own lands for the cost of the whole of the improvements which this company are now permitted to carry out; the landowner is ignorant of the machinery of the Act of Parliament, and ignorant of the procedure by which it must be put in operation; he can only do this through his solicitor or agent, who is probably resident in the country also, and naturally ignorant of the whole operation. The solicitor has to come to town and give all the explanations to the Inclosure Commissioners that the company now give with facility. That is all attended with infinitely greater expense to the landowner than the expense at which a company of this kind can do it. Then there are investigations of evidence as to title, and considerations as to how the different steps of the contract are to be carried out; all this would have to be gone into by the Inclosure Commissioners with each landowner and with each separate agent; whereas the company, on the other hand, resident in London, being well acquainted with the machinery of their Act, and with the regulations of the Inclosure Commissioners, a few letters between the landowner and the company put him in a position to carry out into effect what otherwise must be matter of long and tedious correspondence between himself and his solicitor and the Inclosure Commissioners, and which cannot fail to cost infinitely more than would be charged by the company.

373. Lord *Portman.*] For that you charge him 2½ or 5 per cent.?

Two-and-a-half per cent. where he takes the rent-charge himself, and 5 per cent. where we undertake the risk of supplying him with a sum of money over a term of years.

The Witness is directed to withdraw.

GEORGE DARBY, Esquire, is called in, and examined as follows:

George Darby, Esq

374. *Chairman.*] YOU are one of the Copyhold Inclosure and Tithe Commissioners?

I am.

375. Will you be so good as to state to the Committee your views of the general operations of these Lands Improvement Companies Acts?

What I wish particularly to state to your Lordships is, that I think these Acts are looked upon technically as Private Acts of Parliament, yet, in point of fact, the powers given under their clauses are of such a nature that they ought to be given by a Public Act; because, if I recollect rightly, the distinction which

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Blackstone draws is, that the disabling statute of the 10th of Elizabeth, which prevents all spiritual persons from leasing for more than three lives or 21 years, is a Public Act; but that to enable the Bishop of Chester to lease to A. B. for 60 years is a Private Act: the reason assigned being that the first is a Public Act, because it relates to all spiritual persons; and the latter a private one, because it only affects A. B. and the Bishop of Chester and his successors. Now these Acts, while they give the company power to contract, give to every man in the kingdom possessing a limited estate power to charge it; and I conceive that that is a very dangerous power to be given by a Private Act of Parliament. And to show the danger, I would just mention this: in a Bill which was introduced this Session to amend one of these Acts, which appears to me the least dangerous of them (and I think perhaps I see no danger in that Act), that is the Lands Improvement Company's Act; when I came to look at it, I found at the end of a long clause two or three lines which gave power to all trustees under any will or settlement, however limited the powers of those trustees might be, to lay out the trust-money in the debentures of the company: now, without saying whether they are a good security or a bad security, I cannot but think that to introduce such a power in two or three lines in the amendment of a Private Bill is rather dangerous; and when I saw it, I thought it my duty to call attention in the House of Commons, in the proper quarter, to what was going to be done, and those two lines were immediately struck out of the Bill. I believe that your Lordships' attention has been called particularly to the West of England Drainage Act, and, therefore, I will not trouble your Lordships again with respect to that, except to mention one or two things, to show you what does get into these Private Bills: your Lordships' attention, I believe, has been called to the clause in that Act, enabling the company themselves to charge the land, upon notices being proved before justices, without any intervention at all. But I think there is another clause worthy of remark in this Act, which actually gives the power of serving notice upon a minor, lunatics, &c. It says, "In all cases in which it would be necessary, in order to comply with the provisions of this Act, that any notice should be served upon any married woman, infant, minor, lunatic, idiot or *non compos mentis*, such notice shall be served upon the husband, guardian and committee of the estates of such married woman, infant, minor, lunatic, idiot and *non compos mentis* respectively, if and in such cases only as regards such infant, minor, lunatic, idiot and *non compos mentis*, as there shall be any such guardian and committee resident within the United Kingdom as aforesaid, and if not, then such notice shall and may be served upon such infant, minor, lunatic," and so on. So that according to this, if there was a minor and no guardian, or a lunatic and no committee of the lunatic, they might serve this notice upon the minor or lunatic, and they might charge the estate of either of them as a remainder-man.

376. Viscount *Sydney*.] What clause is that?

It is the 22d clause in the West of England and South Wales Land Draining Company's Act. I think that for persons having limited estates to have the power of laying out money to any amount, and charging it by way of mortgage in fee on the estate, is a very dangerous practice; and the reason why I think it still more objectionable in a Private Bill is, because the argument is now used by the companies which may always be urged, that they have a vested right in these powers; that Parliament has passed their Bills, and they have a vested right in the powers which they possess by means of these Private Bills; so that if we carry it to the full length, they have a vested right to serve notice upon lunatics, and a vested right to charge every estate in the kingdom by way of mortgage in fee to the full amount of the money expended in improvements; therefore I think it is a dangerous principle to allow a Private Act to be passed which technically binds Parliament, because it is a company, which Act has clauses in it which are to affect all property in the kingdom. When you have a Private Bill like a Railway Bill, you take powers extending from point A. to point B.; you have the property scheduled, and every body interested can come in and object; but here is a Private Act that is to affect the whole property in the kingdom; I say that is not a fit subject for a Private Act.

377. Lord *Redesdale*.] As regards railway companies, is not the land taken under provisions secured by public legislation?

No doubt.

378. And you think that it should be done in the same way in regard to these Drainage Bills, namely, that that which relates to the company may be settled by a Private Act; but that all that relates to the manner in which the land is to be charged, and the consents to be given, and, in short, all that affects the property, should be secured by some Public Act?

That is my opinion.

379. And you think that a Public Act of that sort should be made to apply to all companies which in any way undertake these operations?

That is my opinion. I believe your Lordships know that my colleagues and myself differ in opinion upon one point—and that is the only point upon which we differ—I will not say they are not right, but the real truth is this: seeing the danger of these Acts, particularly the Act of the West of England Company, I went to the proper quarter upon the subject; I went to two Governments, and told them the difficulty I was in about them, and that I felt the responsibility to be very great, and that I felt that the danger of these powers to the estates of the country was imminent. But, however, they threw me back upon my discretion; then I said, "If I have any discretion, I will exercise it;" therefore, I used my discretion; and I said, I will not charge estates by way of mortgage in fee, for this reason: a man often has charges upon his estate for his younger children, and on his death, in six months, his successor may have notice to pay off 20,000 *l.* or 30,000 *l.*; it may be ruin to him. If your Lordships will allow me, I will just illustrate what I mean by a case; I will not of course mention names, but this fact happened: there was an estate of about 2,300 *l.* a year rental; it no doubt was in a very bad state, and no doubt an outlay of money upon it would have increased the rental very largely indeed; but it was proposed to borrow 40,000 *l.* upon it by way of mortgage in fee; it was not to be paid off in the course of 25 or 30 years, as under these other Acts, but to become an absolute mortgage in fee, that you might have notice to pay off in a lumping sum. That sum of 40,000 *l.* was not granted by my colleagues. But in that case, under the West of England Company, I believe their charge, including the lawyer's and surveyor's, will not come to less than 10 per cent. on the sum sanctioned.

380. *Chairman.*] To what amount was the estate charged?

It was not charged to anything like the amount proposed; and I am bound to say, that although the charges may amount to 10 per cent., I believe the improvement in respect of the sum already expended upon the estate is very large, but nothing like the sum sanctioned has yet been expended. There was another case where the sum applied for was only about 340 *l.*; that was for drainage. Now, the surveyor's and the lawyer's charges together came to 89 *l.* 9 *s.* 6 *d.* The first absolute order was 216 *l.* 5 *s.* 2 *d.*; and there has been another absolute order applied for, for 115 *l.* 17 *s.* 6 *d.*, which made 332 *l.* 3 *s.* 8 *d.* Of that amount, 89 *l.* 9 *s.* 6 *d.* were costs, leaving the expense of the actual drainage done for the benefit of the estate, 242 *l.* 3 *s.* 2 *d.*; that was in consequence of the law expenses and the expensive nature of the process; whereas the mere cost of the Inclosure Commissioners' inspection is about 3 per cent.

381. Lord *Ardrossan.*] Do you object to the power given to one of these companies of postponing the liquidation of the rent-charge to 50 years?

I do.

382. To what number of years do you think it safe to postpone that liquidation?

The Public Acts give 22 years: I think 25 years is safe. My notion is this, that the more distressed a man is, the more he will be likely to save himself, and to throw it upon the remainder-man; and that if the man is obliged to pay part of the sum himself, he will take very good care to see that the outlay will pay before he will make it. That is the security of the remainder-man.

383. Should you object to postponing the liquidation to 30 years?

As between 25 years and 30 years there may be a great many opinions, and one can hardly say which is the right; but I am always in favour of a term that will drive the man that takes the money to see that the outlay will pay.

384. Lord *Portman.*] Is not it 30 years in the case of church property?

I do

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I do not think the case of church property is quite the same thing; and for this reason, the church look pretty sharply after dilapidations, at least I have found that so in my experience. The successor has nothing to do with the property during the life of his predecessor. When the stranger comes in, the first thing he does is to send his surveyor to see that if there is anything to pay for dilapidations, it shall be paid, and it is paid, and it must be paid. I think the case of the church is hardly analogous.

385. Is it not the fact, that in the case of church property there is generally no very great security that there is personal property enough to pay dilapidations?

That may be so; but in the instances I have known, the parties have got them.

386. Lord *Ardrossan.*] Do you see any objection to the landowner being able to charge the land with three-fourths of the expense of farm-buildings?

No, I do not see any objection to that.

387. Would you object to the whole being charged?

Those two questions of the amount of charge and the length of time are in some measure contingent upon one another, because if you lengthen the time, then I think they ought not to charge the whole of the buildings. If you shorten the time, then it does not become so important whether you charge the whole of the buildings or not.

388. Even if the time were 30 years, would you object to the whole charge of the farm-buildings being placed upon the land?

It is difficult to say. I do not know that it would be dangerous to charge the whole, but my own tendencies are rather in favour of three-fourths.

389. *Chairman.*] Do you think it desirable that the Commissioners should have the power to sanction a charge upon the estate to the full extent of the improvement?

In the case of drainage, I see no objection to it at all. I will tell your Lordships the reason. In the first place, my experience, as far as it goes, shows me that, in the case of drainage, the interest is paid almost invariably by the tenants, and that drainage is more easily paid for than buildings: you get more rent for it.

390. Lord *Ardrossan.*] With regard to farm-roads, what is your opinion?

I think a sound discretion may be used; I have known farm-roads make an estate; for instance, there has been no road through it, and there has been a railway station created, and the cutting a road through the estate has been the making of the estate.

391. Do you think that in such cases as were approved by the Commissioners, the whole expense of the road should be charged upon the estate?

No; I think the same rule applies to roads as would to buildings.

392. Earl *De Lawarr.*] Do you think that a charge might be fairly and properly made upon an estate for the general repair of its farm-buildings and the erection of new buildings, irrespective of drainage?

I take that as involving two separate questions, because I think they are two very different ones. As regards farm-buildings, supposing a man has improved his estate out of his own funds by draining it, it seems to me an additional reason why, having spent his money for the benefit of the remainder-man, he should be enabled to borrow money for the buildings that are really wanted; therefore I would allow a man that had drained his estate, or if it did not want draining, but it did want buildings, to erect buildings, though he did not drain the estate. Now, with respect to repairing buildings, that is rather a more important question. At the first blush of the thing, repairing buildings would seem to be just as fair a thing as building new ones; but this difficulty has always struck me with respect to repairing buildings, namely, we look into no title-deeds; that is a principle of the Act; we look into no settlements. Now, supposing a man is a tenant for life, and that he ought to have repaired the buildings, and he has not done it, is that a case to charge the estate? Supposing, on the other hand, he is tempted to let them run out of repair, and to say, "Well, when my son comes after me, he can borrow money to do it; it

is impolitic to offer the temptation:" those are the objections that have presented themselves to my mind in considering this question.

393. Lord *Redesdale.*] Is not every tenant for life bound to keep the buildings upon the estate in repair?

Yes. What I mean is this: in the case supposed, it is the tenant for life who has allowed these buildings to get into a bad state of repair who would charge the estate for repairing them, when in justice he ought to have done it out of his own pocket; and we have no means of preventing it; all we know is, that the buildings have gone out of repair, and that the farm cannot go on without their being repaired; and, therefore, as we cannot look at the justice of the matter, it appears to me that we might do an injustice by allowing him to charge the estate for that which he ought to have done himself.

394. Earl *De Lawarr.*] But as a question of principle, you think it is a legitimate subject of charge to repair old buildings and erect new ones, irrespectively of drainage?

If I could be satisfied that I had some way of always detecting whether it was a just case or not, then I think it might be a fair power; but at present I know no way of doing it, and I should not like to do a thing, and not know whether it was just or not.

395. You think that it is a power that should be exercised with jealousy?

I should know no way of getting at the justice of the case.

396. Lord *Portman.*] Have not you the power at present, under some of these Acts, of exercising your discretion upon the question of repairs?

Not as to the question of repairs; the words of the Acts are always considered to mean "building" and not "repairs."

397. Then the interpretation of the Inclosure Commissioners of the word "buildings" is that it must be "new" buildings?

Yes; I believe there is no question about that being the construction of the Act. I may here mention, that in the General Land Drainage Company's Act, the Interpretation Clause gives a very long list of things under the word "Works," and other things under the word "Improvements." I mention this to show the danger of these Acts. When I came to work this Act, I looked at the operative clause, which enabled them to contract. When I came to that clause, I found that it did not go the whole length of the word "Works," but that it only operated upon the word "Improvements." This company contended that we were bound to do the works which came under the interpretation of the word "Works." We said, "No; till we get a legal opinion to the contrary, we consider that the operative part of the contract only refers to the word 'Improvements;' and must consider all those works which are in the Interpretation Clause under the word 'Works' as out of the Act." They said that they objected to that; but we took the opinion of the law officers of the Crown, and they held our opinion to be right; that it would only allow them to contract for those things which come under the word "Improvements," and that the word "Works," in this respect, was good for nothing.

398. Earl *De Lawarr.*] With reference to such cases as you have mentioned, do you think it would be advisable that powers should be given to charge estates for the repair of farm-buildings generally, where the whole of them have not fallen into a state of dilapidation?

I can only give the same answer which I gave before. I am well aware of the hardship upon a landed proprietor who comes into an estate, perhaps with charges for younger children upon it, and finds that the buildings want extensive repairs.

399. Would not that hardship be remedied by power being given to advance, under certain limitations, say to the extent of three-fourths of the cost?

My answer is, that it is a case of hardship; but at the same time I think that unless some plan were adopted to prevent my allowing any man to charge the estate for that which he ought to have done himself, I should be placed in a position in which I should be very likely to do great injustice. In remedying one hardship, I might be given the power to do great injustice on the other hand, which I should have no means of preventing.

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400. But you consider it a very important question, and one which ought to be considered in any Act with respect to the improvement of lands?

I think it a most important question, because I know the difficulties in which landed proprietors are placed. I cannot help saying, on the other hand, that such a power, unless accompanied with very great guards, might be made an instrument of committing very great injustice, by allowing a man to charge his estate for that which he ought to have paid out of his own pocket.

401. Lord *Portman.*] Let me put an extreme case. Suppose an estate to be in such a condition of dilapidation that the owner is losing his tenants, and will lose them unless an immediate outlay is made for the purpose of enabling the tenants to occupy the farms; would not such an extreme case as that be rather a case that might be treated as an exceptional one, than as a case that would justify such a rule as has been suggested?

I suppose that would be an extreme case, and I hope there are not many such. But I have known a great many cases in which persons have come into an estate with not only farm-houses but farm-buildings in a condition which required a very considerable outlay of money, they being only tenants for life; it was a very hard thing, supposing they had no means of repairing them, to be called upon to do so, because the getting out of repair was not their fault. It would be a very hard case if I was compelled, being only a tenant for life, and perhaps an old man, in order to get tenants, to lay out a large sum of money, which I ought not to lay out, in repairing the farm-buildings; but the difficulty I have is in providing against the danger, on the other hand, of putting into repair a man's buildings who ought to have done it himself; inasmuch as I am not allowed to go into evidence to prove the justice or injustice of the case: all I say is, that you might thereby put a power into my hands which might induce me, unwittingly, to work an injustice which I could not prevent.

402. Earl *De Lawarr.*] Are there not many cases in which it would be impossible to carry into effect such improvements as drainage and improved cultivation of all kinds without a general repair of the farm-buildings?

There is no question about it.

403. And very many cases?

Very many; I can mention an instance in which we have objected to its being done the other day, under the West of England Drainage Company. They have drained a fen district; then they came and said, "Now we want to erect farm-buildings all over the estate." We said, "Under what words?" They said, "As incidental and consequential to the drainage." We said that we thought that only meant buildings immediately incidental to drainage, such for instance as steam-engines, which are necessary to get rid of the water when to be pumped into a higher level. They seemed to think that that was a very wrong interpretation, and we told them that, unless the opinion of the law officers of the Crown should go to show that we were wrong, we could not do it. But that shows that drainage will lead to a necessary extension of farm-buildings, because you may retain land or fit it to grow roots and various things which you could not grow before. But it is a power that requires in these days very great caution on the part of those who have to carry it out, to see that any extraordinary fancies about building do not damage the estate. In one case we had an application to have larger rettories set up; we said, "No, we cannot do that; that has nothing to do with the ordinary farming of the country;" and we took an opinion, and that opinion was that the Inclosure Commissioners were right, and that it was not such building as was justified by the Act.

404. *Chairman.*] When you grant money for the erection of buildings, you require an insurance to be entered into?

Yes.

405. Have you any means of enforcing it?

I think so. I will state what has happened under the Public Drainage Act, with respect to the preservation of the outfalls; there it is required that the outfalls should be kept; now I know as a positive fact myself, that after you have drained the land, and have got an outfall, you often find, particularly if there is any iron in the soil, that the outfall is blocked up, and, probably, if you did not look after it, the drainage would be destroyed: now, the fact of our sending

sending our circulars has led to the looking after those outfalls, and the proprietors have actually had any defects or neglect remedied; in point of fact, it has not been a dead letter, but has led to those outfalls being kept in a proper and efficient state. *George Darby, Esq.* 22d May 1855.

406. How does that apply to the insurance of farm-buildings?

I think a similar process might be followed with respect to insurance, because everything is registered in our office; the register in our office is so perfect that I do not think there would be any difficulty. If there was a Public Act you would introduce into it well-considered provisions upon all these subjects; for example, with respect to planting, you would consider whether it should be planting for shelter, and what number of years should be allowed; upon which there may be a fair difference of opinion; and what you would allow to be charged for buildings, and what for drainage; whether you would allow the whole for buildings to be charged, or only three-fourths. I think that all those things ought to be so considered and settled, that whether an owner of property goes to one company, or whether he goes to another, it should be the same; there should not be different rules for charging landed estates in the kingdom, simply because you go to one company, and not to another; I say that that which is safe for one property is safe for another, and that you ought not to lose one important guard for property because a man goes to the West of England Company, nor to gain a further guard because he goes to the Lands Improvement Company. The protection of the interests of proprietors of property in this kingdom is a matter of public and general character, and ought to be subject to one general law.

407. Lord *Redesdale.*] With regard to insurance, could not that be perfectly secured by requiring a return to the Inclosure Office, stating the office in which the insurance was made, and the number of the policy, and enclosing the receipt for the payment of the annual premium?

It strikes me that that would be a very good plan to adopt, and therefore I say, for that additional reason, this should be made the subject-matter of a Public Act, in which all these things should be considered and made safe.

408. Lord *Portman.*] If I understand you rightly, you consider the principle of allowing the tenant for life to charge the heir to be dangerous, as a general principle, and one that ought not to be trusted to private parties, but ought to be made the subject of public legislation; does any mode of making it safe occur to you?

Yes; I do not consider that, on the whole, the Lands Improvement Company is upon an unsafe principle, though there may be certain matters upon which there may be a difference of opinion; but what I should call the general principle of safety is this: I should say that a grant for drainage to be paid off in 22 years, if it is done with care, is a safe principle, for this reason: in the first place, the tenant in the greater number of instances pays the interest; and inasmuch as you are liquidating the debt every year, the chances are in favour of the remainder-man, namely, that he will get his estate drained and released from a very large part of the cost of the drainage by the time he comes into it. Then with respect to buildings, I think that, on the same principle, you ought to consider, taking a grant of three-fourths of the whole to be a safe principle; the cost to be repaid in a given number of years. If such a plan be adopted, and is so carried out that only such buildings are allowed as are really applicable to the improved farming of the district, and care is taken to allow no fancy works and speculations, then I think that an estate may be very much benefited by it; and it is also safe, for this reason, that if the tenant for life is obliged to pay part of the debt off in such a proportion annually as to make it a matter of serious moment to him whether the buildings he erects will pay or not, it affords a security to the remainder-man; but if you allow him to borrow money merely to pay the interest on it, and to charge the estate in fee and to leave it a burthen upon the remainder-man for ever, of course the most reckless man will go where he can get money the cheapest, and charge his heir instead of himself.

409. You consider that the principle of allowing the tenant for life to charge the heir is, generally speaking, a dangerous principle?

It is, unless it is guarded.

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410. The guards which you have suggested are guards of detail?

I think not guards of detail; I think quite the reverse; I think a guard of a pecuniary kind, by which the man who borrows the money is made to pay off a considerable portion of the debt, is anything but a detail; it goes to the gist of the matter.

411. Do you consider that the inspection of the Inclosure Commission affords a sufficient protection to the heir of the estate that no money is borrowed by the remainder-man but for the benefit of that estate?

If the guards which the Legislature originally thought sufficient are sufficient, then I believe that every guard that can be used is used in the Inclosure Commissioners Office, to prevent an abuse of the law. What I mean is this, that, supposing the original guards are what they ought to be, I believe you cannot have a severer investigation than you have at the Inclosure Office. You have this: with respect to every single building, you not only have it inspected by a competent man, but you have all the specifications and plans in detail; and with respect to the drainage, there has not been one single acre drained in this country under the General Public Acts, or under Private Money Drainage Acts, or under any of these Private Acts, in which we have not seen the acreage, the number of rods, the depth, the distance, the materials, the cost, and any engineering or extra things; and every one of those papers are tested in their amount to see that they are correct, and that no acre of land is charged twice. Of course no man can suppose that you could lay out four millions, and that out of that amount you could not find one case of drainage that has failed; it would be absurd. But I mean to say this, when first we began drainage, the tenants were generally averse to the money being borrowed for it, and unwilling to pay the per-centage; but now, at this moment, they are, generally speaking, urging their landlords to take up the money as quickly as they can, and expressing their willingness to pay the per-centage; therefore, that proves that they have found it answer.

412. *Chairman.*] Does that depend upon the rules of the office, or upon the character and qualifications of individuals that have the administration of it?

It does so happen that at this time there are those in the Commission whose pursuits have been especially agricultural. Of course, if you were to take men for the office that had never been out of London, I do not suppose they would know even as much of it as I do; therefore, it must be admitted that it would depend so far upon who is in office.

413. Lord *Portman.*] We will assume that everything that can be done by the Inclosure Commissioners in London is done by them, in the way of attention to all details; but a great deal of course must depend upon your having competent men as Inspectors in the districts. Now suppose this case: a landowner desires to drain his estate at the least possible cost, and you, the Inclosure Commissioners in London, desire that he should be charged with the least possible sum: you send a drainage Inspector to examine the land who has a theory of his own, which theory he will report to you as the fit mode of draining the land. Now supposing the landowner appealed to you against the matter, has he any protection? What course do you adopt in such a case?

We have several times adopted the course of sending a third party. While I am upon this subject, I beg to take this opportunity of stating, that in the cases which have come before us under these Improvement Companies Acts, nothing could be fairer or more handsome than the manner in which Mr. Porter of the West of England, Mr. Napier of the General Land Drainage Company, and Mr. Clifford, the secretary, have conducted all business. And as I have spoken of the Western Drainage Company, I should wish to say, that although some of their works were not so well done at first, their drainage is now conducted admirably, though it is too expensive. With respect to drainage, I know there are very different views as to the best method of draining; but I do not think you have a right to spend money and make it a charge upon the land, unless you are sure that the work is permanent. One man says, "Have you seen turf drains? They last a long time." I say, "If you get a turf drain which is not a shoulder drain, and it is properly driven down, and you have quite a uniform soil, I believe it would last a very long time; but if you get a soil that is not uniform, if it is soft in one point and it begins to undermine, I will tell you

you what is the result: it will appear perfectly sound, but when you come to investigate it, you will find holes that will require three waggon loads of earth to fill them up. I have seen draining of all kinds; I have seen turf draining; I have seen horse-shoe drainage, where the pressure of the earth is upwards, and in some places lateral, and I have seen the hardest clay pressed up into the horse-shoe, as if it received a mould. In another case, I have seen horse-shoe tiles broken and pressed together as flat as a pancake. My belief is that, as a rule, the drainage is only permanent when no part of the soil itself forms a conduit for the water. In other cases, where the soil is soft and there are no soles, it keeps dribbling away; and I have seen cases where it takes a waggon load of earth to fill up the hole afterwards.

414. Earl of *Hardwicke.*] What becomes of the 22 years in the case you have just stated?

Such drainage is never allowed to be paid for and charged on an estate.

415. How are you to prove that case beforehand: suppose I want to borrow money for drainage, and I ask you to send an Inspector to my estate, and you allow the money to be expended—you have stated that it is safe for 22 years—but you have further stated, that you have seen drains which have filled up from the pressure upwards, and drains which have filled up from the pressure crossways; you have seen them, therefore, proved to be worth nothing; then, what becomes of the safety of the work for 22 years, during which the money has to be paid off, and the interest of the successor, if in the course of the first 14 years the drains are ruined?

We never allow the horse-shoe tile to be so used.

416. *Chairman.*] Have you never seen pipes quite filled up?

I have seen, perhaps, about three cases in all the drainage that I have seen; I have seen pipes filled with roots.

417. Lord *Portman.*] I understood you to say that you would allow an appeal by means of a third Inspector, if the landowner's surveyor and the surveyor of the Inclosure Commissioners differed; but supposing that in deciding on the mode of draining a certain piece of land it is shown to your Inspector that the lands adjoining on the one hand are lands of the same quality as that which is about to be drained, and that that land has been drained by turf drainage, which can be proved to have been put in 40 years ago, and to be still working satisfactorily to the Inspector and to every body; and supposing he is shown on the other side of this estate a farm drained upon the improved principles of modern times, with pipes, and is informed that those pipes are choked, and that the drainage is imperfect; would you insist upon the estate which lies between the two farms being drained with pipes, and refuse to allow it to be drained with turf?

That case has never been presented to me; but certainly there may be an exceptional case where one particular drainage will not do, and another will; but I cannot lose sight of this, that when I started with drainage, all the cases were stated to be exceptional cases; but what was the result? Those who threatened at the time to give up their loan, and wanted to drain upon their own plan, have come to me since, and have said to me, "I am so uncommonly glad that you persuaded me to drain so-and-so, and I only wish I had done it at first;" yet those very people told me at first, that they could not drain their particular land so; therefore, when I am asked a question of that kind, I say, "But I should like to go and see the turf drainage, and how the turf drains were made, and I should like to see how the pipes were stopped."

418. Supposing you were satisfied, as a Commissioner, that the turf drainage did work satisfactorily to yourself, would you object to it because it was turf drainage?

In peat; where there is peat water it preserves it, and there is no other way of doing it: we have had the turn wedges done constantly; therefore I must take every case by itself.

419. I understand you to be prepared to say that you, as an Inclosure Commissioner, would take each case on its own merits?

Most unquestionably; that is, consistent with refusing to sanction unsafe and insufficient drainage.

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420. Earl of *Hardwicke.*] You of course mean that at the end of 22 years the landowner then in possession is to have the drains; but what experience have you of drains 22 years old?

I have four feet drains in clay that I have myself had down 29 years, and they have got better every year.

421. What sort of clay was that?

It was the Sussex yellow clay.

422. Lord *Redesdale.*] What sort of drains were they?

Before the pipes were introduced, they were horse-shoe and soles.

423. Earl of *Hardwicke.*] Are your 29 years' drains, which you say have stood well, draining a soil which has springs in it?

It is, generally speaking, a soil that retains the wet. I say that, nine times out of ten, the reason that the deep drains do not answer in a clay soil is this, that when you have drained, and you continue to plough at the exact depth at which you have ploughed from time out of mind, you may just as well have a lead pan over your land, and if you do not subsoil that and break it, the drains never will run.

424. But there are two descriptions of wet soil; there is a wet soil that merely receives water from heaven, which soil is in itself dry; but there is another soil that contains within itself springs and sources of water; are your 29 years' drains draining land that had within itself springs and sources of water, or are they simply draining land that is wetted by the rains of heaven?

I do not admit that a soil is necessarily a dry soil because there are no springs in it; because I believe there are a great many soils in which the water in a wet season comes up gradually from below, and keeps the land wet till it goes off by evaporation.

425. Are not your 29 years' drains, drains which tap the springs, and therefore are constantly running?

No, they do not tap the springs. If you get a hot summer, you do not expect the drains to be always running.

426. Do they run every winter?

Yes; the effect of them is this: that if the drains were not there, in the spring I should see all the field in dark patches; but when it is drained, I see the same of a uniform colour, and the corn healthy and dark instead of sickly and yellow; and where four sacks of wheat might be grown after drainage, seven or eight may.

427. Lord *Berners.*] I understand you to say that you do not adopt one uniform system of drainage, but that you go by the recommendation of the Inspector in the county?

Sometimes we do not agree with the Inspector.

428. Supposing the Inspector's general plan is to drain either at a certain depth or at a certain width; if you were shown upon a neighbouring estate a system of drainage deviating entirely from what was considered by scientific men of the present day to be theoretically right, but it was a plan which reduced the expense one-half or two-thirds, should you object to it?

I think I can best answer your Lordships' question by stating the actual fact; for instance, I will take parts of Devonshire: the geology of the county is such, that it sometimes requires to run drains in a different way from that which has been universally adopted, namely, up and down hill. You have to cut particular strata; but if any one were to tell me that a person wanted to drain with mere shallow drains, and to tell me that that was the best plan, and I knew that would not stand, I should not want any Inspector to tell me that it was not safe to charge the estate upon such principles.

429. The usual practice is to put the drain so many feet apart?

It entirely depends upon the soil. The fact of the matter is this, that in one place, I think in Yorkshire, they used to put the drains close together, about two feet or 30 inches deep; and they said that if they did not drain so, they could never get the water off in that stiff soil. It was found by a very clever man, that at five feet deep there was sand, in which was the water bed, and the

the moment they got down to that, the water was swept off. They drained five feet at very large distances, and they drained it completely.

430. Lord *Ardrossan.*] Do you think that it would be advisable to make these Land Improvement Companies investigate and give certificates with regard to the proper keeping up of the improvements which have been formed with their money?

I do not think it would do for the companies to give certificates, for this reason: I will take the Lands Improvement Company. They, in point of fact, contract with the landowner for the landowner to do the work; therefore, in point of fact, they are merely a money company; and I would beg to add to that, that there is a great misapprehension on this subject. If the Lands Improvement Company contract with the owner to do the work, and he undertakes to do the drainage, say at 5 *l.* an acre, and the buildings for so many thousand pounds, if it costs above that sum, the landowner does not get the power to charge the estate for the extra sum.

431. Then, you think that as those improvements, when they are finished, are certified by the Inspector appointed by the Inclosure Commissioners, it would not be fair to require those companies to see that the certificate which is sent in of the works being kept in good order is a true and well-founded certificate?

I would not have the company do it, for this reason, that it is not their interest; I would make the man look after it who has an interest in doing it. The company have got rid of it, and they do not care whether it is in good order or not. In all cases with which I had to do, I would throw it upon the person who had an interest in seeing that it was done.

432. Lord *Ardrossan.*] Whose interest is it to see that it is done?

If you cannot get private interest to do it, I think that, as our return of the outfalls works uncommonly well, the Inclosure Office would be the most certain party to get it done.

433. Is it not quite clear that "Lands Improvement Company" is not the correct title for a company of this kind, and that it is, in fact, a "Lands Improvement Loan Company?"

In the working of it, it is a Lands Improvement Loan Company. In respect of the powers it has, it is a Lands Improvement Company as well.

434. Do not you think it would be desirable that when a contract is entered into between a landowner and the company, that certain works are to be done at a certain expense, because, if done at that expense, the charge that will be created will be one which the property can fairly bear, the company should be in some sort responsible for those works being carried out for the amount for which they contracted?

If the contract be made with the landowner himself, he must do the amount of the works specified for the sum for which he has contracted to do it; or if not, he must find his own money to complete it if he has made an improvident contract; and until he has done that, he does not get his order. What I mean is this: supposing he is going to drain 500 acres, and he has calculated that he can drain it at 5 *l.* an acre, and when he comes to work it out, it costs 6 *l.*, he must do this number of acres for that sum of money, at 5 *l.* an acre. Either he will not get the charge at all, or he must, out of his own money, pay the extra 1 *l.* per acre before he gets the charge. Then the reason why I think it would not be advisable to impose that duty upon the company is this, that, except in the remote contingency of the company's character being affected by its not being properly done, they have no interest in the matter, except to get the charge. And, therefore, if they had a person to look after it, all he would do would be as against the inspector appointed by the Inclosure Commissioners to get him to pass things which the Assistant Commissioner might feel a difficulty in passing; so that it would be no additional security. Then why would I not do it? Because I showed your Lordships just now an instance of a surveyor's account where, upon an expenditure of 332 *l.*, there was a charge of 44 *l.* 11 *s.* 10 *d.*, independent of law expenses; when our charge for what was quite as efficient an inspection would have been 3 per cent.; and our charges under the Public Drainage Act, upon the whole, have not amounted to 3 per

 cent.

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cent.; but you cannot get them done in the other way under 10 or 15 per cent. Therefore, I say, you would get an additional charge of 10 or 15 per cent. upon the property, and the person who did it as a matter of business would have an interest in getting the charge, whether it was well done or not. In fact, you would get the intervention of a useless man at great expense.

435. Do you think it is reasonable to allow a permanent charge for planting, either for shelter or for periodical cutting?

I am not myself well acquainted with this matter, except by having had a great deal of communication, and knowing much of Scotchmen who have estates. I believe that planting for shelter has been very beneficial. With respect to planting for hop-poles, living in a hop-pole country myself, my view is this: the man who would gain most by it, in nine instances out of ten, is the remainder-man. I had myself land that was not worth 1 *s.* 6 *d.* an acre, and I grow chesnut on it, now worth 38 *l.* an acre; but you could not cut it down under 13 years; and certainly the remainder-man would be the man that would reap the benefit. There is only one danger in the matter, which is this: supposing it happened that I planted hop-poles to any extent and charged it, and supposing I died directly afterwards, then the remainder-man would be charged with that rent-charge, and would not reap any benefit from it for many years; but in nine cases out of ten, the remainder-man would get a great deal more than the tenant for life.

436. *Chairman.*] Then you are in favour of allowing a charge for planting?

Our rule has been never to ask for any powers, but if they are given to us, to exercise them as well as we can.

437. Have you now the power of allowing a charge for planting?

Only for planting for shelter, under the Lands Improvement Company.

438. Earl *De Lawarr.*] Is it your opinion that the improvement is so great, and the benefit to the remainder-man is so great, in 19 cases out of 20, that it is desirable to have this power given?

There is not the slightest doubt that in 19 cases out of 20 the remainder-man would reap more benefit than the tenant for life; and there is not the slightest doubt, if it is judiciously done, that it is a great improvement to the property. I have stated my own case, that land of mine, which was worth only 1 *s.* 6 *d.* an acre, and which I planted with chesnut, is now the best plantation that I have. The only case in which it might affect the remainder-man is this: that supposing the tenant for life to be an old man, and to die soon afterwards, the remainder-man might find a charge upon the estate for eight or ten years, without having anything to pay it out of.

439. *Chairman.*] Does not planting stand in a different position from all other improvements allowed by these Acts in this respect, that you cannot contemplate any return for the expenditure for 12 or 14 years?

I should say that you ought not to calculate upon a return at all under that, because, in chesnut, you must cut it once before you let it grow into hop-poles.

440. But other improvements bring an immediate return?

They ought to do so.

441. Viscount *Sydney.*] Cannot you cut in the first seven years?

There are different ways of doing it; it depends upon the age of the plant; but I never had a first cutting in seven years.

442. Lord *Redesdale.*] I understand that all your answers in relation to planting for periodical cuttings are confined to plantations for hop-poles; but over the greater portion of England, does not planting for periodical cutting only mean planting for copse?

It is quite true, no doubt. If a person was proposing to plant hazel, or things of that sort, the first thing I should ask, when they came up to me, would be what market they had for it; I should not allow them to plant hazel merely upon speculation; so if they come and ask us to build an oast-house, I say, "Is it part of the usual farming operation; must you have an oast-house in order to farm the land?"

443. Viscount

443. Viscount *Sydney.*] Have you consented to build oast-houses on estates?
We have built one or two oast-houses. We should ask, What is the size of the farm? What district is it in? What, upon the average, should be the extent of hop-gardens in it? And we should allow just such an oast-house as an ordinary farm would have for that quantity of hop ground.

444. Supposing a tenant farmer wished to commence cultivating hops, having had none before, should you in that case allow the building of a new oast-house upon the estate?
If it was in a hop district, and if it was the ordinary cultivation of the district, we should; but if a man was to come, and say, "I will go and speculate upon hops in Scotland," we should not do it.

445. Earl *De Lawarr.*] Am I to understand that it is your opinion, generally, that the clause for planting for periodical cutting is wisely introduced into these Acts?
That is a wide question; and you will always find that men in speaking of it have very different things in view. You will have a man come out of Kent, or out of Sussex, and he talks of periodical cuttings with a hop-pole in his eye; another man comes out of West Sussex, and he talks of it with a hoop in his eye; they are two as different things as can be; therefore, a general clause that a man may plant anywhere for periodical cutting would have a very different application in different parts of the country, according to the particular sorts of underwood that they grow in each part; and the answer that would apply to the one would not apply to the other.

446. But the question is put as a general question?
It is too large a question for me to answer. I have here a Table, prepared in our office, which perhaps your Lordships may like to see, showing the number of pipes, from 12 inches to 16 inches long, required to drain one acre of land, at 12 feet to 66 feet, or 4 rods between the drains.

447. Will you have the goodness to hand it in?

The same is delivered in, and is as follows:

George Darby, Esq.

22d May 1855.

TABLE showing the Number of Pipes from 12 Inches to 16 Inches long, required to drain 1 Acre of Land, at 12 Feet to 66 Feet, or 4 Rods between the Drains.

Distance between the Drains.	Number of Rods on 1 Acre.	LENGTH OF PIPES.				
		12 Inches.	13 Inches.	14 Inches.	15 Inches.	16 Inches.
		For 1 Rod, or 16½ Feet.				
		16½	15¼	14⅐	13⅓	12⅜
		for 1 Acre.				
12 Feet - - -	220⅕	3,634	3,358	3,115	2,907	2,724
13 „ - - -	203	3,350	3,095	2,871	2,680	2,511
14 „ - - -	188½	3,110	2,875	2,666	2,484	2,332
15 „ - - -	176	2,904	2,684	2,499	2,323	2,178
16 „ - - -	165	2,723	2,516	2,334	2,178	2,042
16½ „ - - -	160	2,640	2,440	2,263	2,113	1,980
17 „ - - -	155½	2,565	2,372	2,205	2,053	1,934
18 „ - - -	147	2,425	2,242	2,079	1,940	1,820
19 „ - - -	139	2,293	2,120	1,966	1,845	1,720
20 „ - - -	132	2,173	2,013	1,867	1,742	1,633
21 „ - - -	126	2,079	1,921	1,782	1,663	1,559
22 „ - - -	120	1,980	1,830	1,697	1,600	1,485
23 „ - - -	115	1,898	1,754	1,626	1,518	1,423
24 „ - - -	110	1,815	1,677	1,556	1,452	1,361
25 „ - - -	105¾	1,745	1,613	1,489	1,395	1,309
26 „ - - -	101½	1,675	1,548	1,435	1,340	1,256
27 „ - - -	98	1,617	1,495	1,386	1,294	1,213
28 „ - - -	94¼	1,555	1,437	1,343	1,244	1,166
29 „ - - -	91	1,502	1,388	1,287	1,202	1,126
30 „ - - -	88	1,452	1,342	1,245	1,162	1,089
31 „ - - -	85	1,402	1,296	1,202	1,122	1,052
32 „ - - -	82¾	1,365	1,262	1,170	1,092	1,024
33 „ - - -	80	1,320	1,220	1,132	1,056	990
36 „ - - -	73½	1,213	1,111	1,040	970	910
40 „ - - -	66	1,089	1,006	933	871	817
45 „ - - -	59	974	900	834	779	730
49½ „ - - -	53⅓	880	813	755	704	660
55 „ - - -	48	792	732	679	634	594
60 „ - - -	44	726	671	622	581	544
66 „ - - -	40	660	610	566	528	495

The Witness is directed to withdraw.

Ordered, That this Committee be adjourned till Friday next, Three o'clock.

APPENDIX.

A SPECIMEN of MAPS of each Field on Lord BERNER's Estate at KEYTHORPE, in the County of LEICESTER, recording the Cost of Labour, Length, Depth, and Distance from one another of each Drain; and pointing out the Saving derived from the System of Trial Holes.

The Dots represent these Holes, which are dug in order to ascertain not only the depth at which the bottom Water is reached, but the height to which the Water rises in the Holes, and the distance at which a Drain will lay them dry.

The Holes being laid dry, no nearer approach of a Drain is necessary.

I N D E X.

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Brought from the Lords, 6 July 1855.

REPORT

FROM THE

SELECT COMMITTEE OF THE HOUSE OF LORDS,

APPOINTED TO CONSIDER

Whether it would not be desirable that the Powers now vested in the Companies for the IMPROVEMENT of LAND should be made a Subject of General Regulation;

AND TO REPORT THEREON TO THE HOUSE;

TOGETHER WITH THE

MINUTES OF EVIDENCE,

APPENDIX, AND INDEX.

Session 1855.

Ordered, by The House of Commons, *to be Printed,*
18 *July* 1855.

[*Price* 1*s.* 6*d.*]

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MAP

Referred to in the Report on the Powers vested in Companies for the Improvement of Land, ordered by the House of Commons to be Printed 18 July, and delivered 20 July 1855.

ol VII. 403.

A SPECIMEN of MAPS of each Field on Lord BERNER's Estate at KEYTHORPE, in the County of LEICESTER, recording the Cost of Labour, Length, Depth, and Distance from one another of each Drain; and pointing out the Saving derived from the System of Trial Holes.

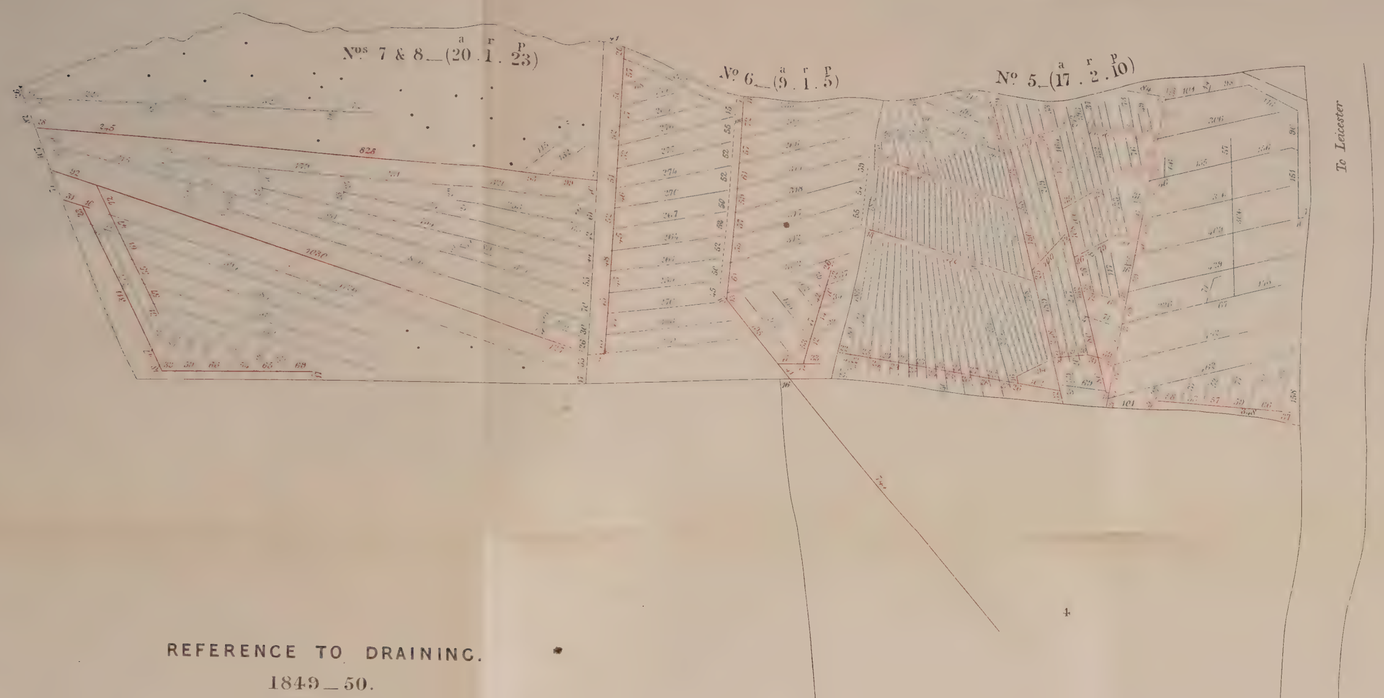
The Dots represent these Holes, which are dug in order to ascertain not only the depth at which the bottom Water is reached, but the height to which the Water rises in the Holes, and the distance at which a Drain will lay them dry.

The Holes being laid dry, no nearer approach of a Drain is necessary.

[With Evidence of Tuesday, May, 22nd 1855.]

APPENDIX.

TUGBY GLEBE LAND.



REFERENCE TO DRAINING.

1849—50.

No 6. — *Drained by H. Gibbins — October, November and December, 1849. — All tile: The Main Drains, all Branches into Mean Drain at N.E. corner, and the Branches 349 & 302, are 4 ft. deep, the remainder 3 ft.*

No 5 — *Drained by H. & R. Gibbins — January and February, 1850.*
The 3 Main Drains pointing South at the South side of field are 4 ft., 5 long Branches at South end of the top Main Drain are 4 ft., all the remaining Branches out of the 3 Main Drains before-mentioned are 18 inches deep below the furrows.
The 2 Main Drains pointing West are 3 ft., and the 3 Branches at the South side are 4 ft. deep.
The long Main Drain pointing N.W., all Branches S. and N. out of do., and all other cross Main Drains between the N.W. and S. Main Drains before mentioned, are 4 ft. deep.
All Branches pointing W. out of cross Main Drains are 18 inches deep below the furrows.
The Main Drain at N.E. corner of field is 4 ft. at S. end, and 3 ft. at N. end, and the Branches vary from 4 to 3 ft. accordingly.
All the Drains are Tiled, except some of the 18 inch Drains which are Tiled about 4 yards from their Main Drain, and the remaining part laid with Wood.

No 9 — *Drained by H. & R. Gibbins — January and February, 1850.*
The Main Drain and Branches at South side of field are all 4 feet. The Main Drain near S.E. corner (34, 42, 228, &c.) and the Drain in Bishop's Field are 3 ft., the other Main Drains 4 ft., and all Branches 18 inches below the furrows. All Drains are Tiled, except the 18-inch Drains, which are part laid with Tiles and part Wood.

No 10 — *Drained by Burbach — February, 1850.*
The Main Drain pointing West and 5 Branches are 3 feet, the remainder 2 feet deep. All Tile Drains.

All dimensions in Feet.

COST OF DRAINING.

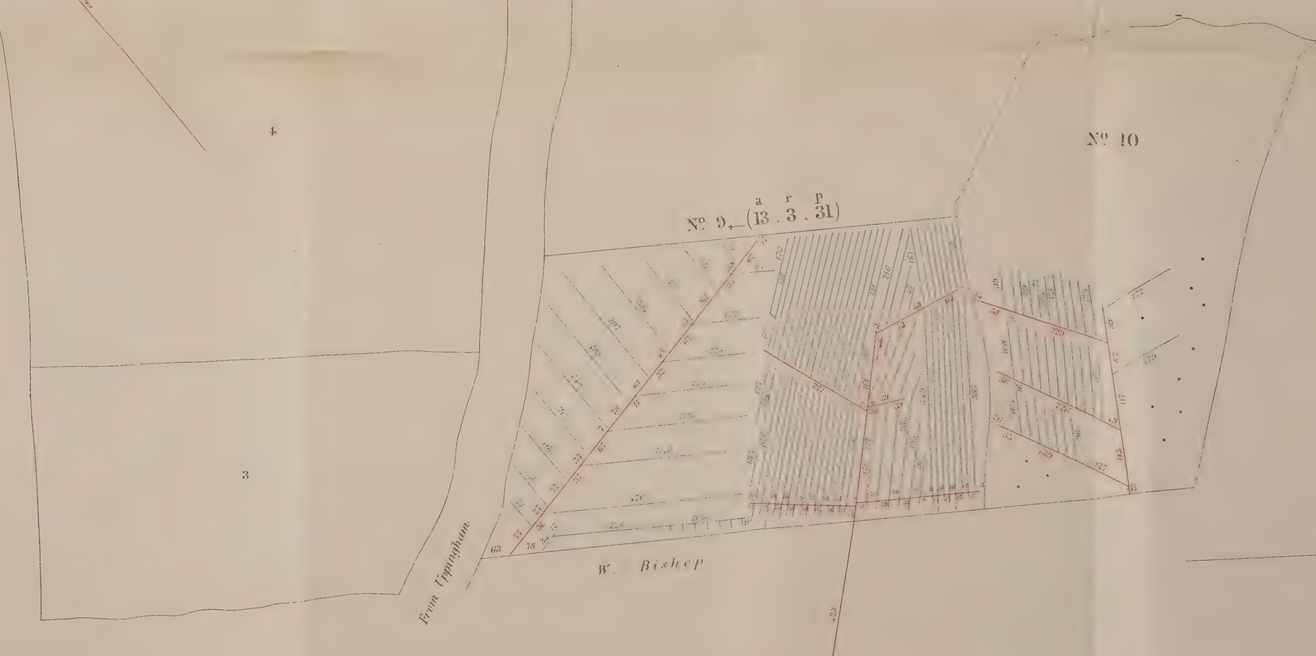
No of Field	Quantity of Draining Acres	Quantity of Draining Yards	Depth	Price	Amount £	Amount s	Amount d	Do of each Field £	s	d
6	14	30	4ft	3/-	6	14	6			

REFERENCE.

1851.

Nos 7 & 8. — *Drained by R. Gibbins from March to June, 1851. The Main Drain and Branches at S.E. corner, and the 2 long Drains, 1030, 1426, &c. are 3½ ft. deep, all the rest 4 ft., except the North End and 2 Branches of the West Main Drain, which average 5½ ft.*

			£	s	d
8 acres	of 5½ ft. deep	at 5/- per acre	2	0	0
149 "	of 4 ft. "	at 3/- "	22	7	0
46 "	of 3½ ft. "	at 2/6 "	5	15	0
		45 loads of Stones at 1/-	2	5	0
20 acres drained		Cost £	32	7	0



REFERENCE.

LIVERPOOL DOCKS BILL, AND BIRKENHEAD AND LIVERPOOL DOCKS (TRUST PROPERTY OF BIRKENHEAD DOCK TRUSTEES, &c.) BILL.

SPECIAL REPORT from the COMMITTEE on the LIVERPOOL DOCKS BILL, and BIRKENHEAD AND LIVERPOOL DOCKS (Trust Property of Birkenhead Dock Trustees, &c.) BILL.

MR. LABOUCHERE specially reported from the Committee on Group (D.) of Private Bills, that they, in considering the Liverpool Docks Bill, and the Birkenhead Docks and Liverpool Docks Bill, referred to them, had come to the conclusion, that it was of great importance that an amalgamation should take place of the Birkenhead and Liverpool Docks, on both sides of the river, under the control of one public body.

In lending their assistance to promote and effect this amalgamation, the Committee have not been able to provide for all the points which must ultimately be arranged with regard to it, and which it is proposed should be finally settled in a Bill to be introduced in the next Session. They are, however, desirous of specially calling attention to the following subjects:

1. That the earliest opportunity should be taken of carefully considering the constitution of the Dock Trust with reference to the altered circumstances in which it will be placed in consequence of this amalgamation.

2. That they should have provided for the immediate equalisation of the rates on both sides of the river, with the full concurrence of the Promoters of the Bill, had they not been apprehensive that, on technical grounds, the passing of measures which they considered of urgent public advantage during the present Session would have been endangered.

3. That they were very sensible of the importance of accurately defining and limiting the arrangements consequent on the proposed transfer of the Birkenhead property from the Liverpool Corporation to the Dock Trustees; but, as the whole matter will necessarily come under the consideration of Parliament next Session, they were unwilling to prejudge this particular part of it.

4. That the question of the Liverpool Town Dues only came incidentally before the Committee as a portion of the existing revenues of the Corporation. It has been their object not to prejudge or affect, in any manner, either the title of the Corporation, or the general question of the propriety of future legislation, with regard to municipal changes of this character.

LIVERPOOL DOCKS BILL,
AND
BIRKENHEAD AND LIVERPOOL DOCKS BILL.

GROUP (D.)

SPECIAL REPORT from the COMMITTEE on the LIVERPOOL DOCKS BILL, and BIRKENHEAD AND LIVERPOOL DOCKS (Trust Property of Birkenhead Dock Trustees, &c.) BILL.

Ordered, by The House of Commons, *to be Printed,*
19 *June* 1855.

REPORT

FROM THE

SELECT COMMITTEE

ON

LOAN FUND SOCIETIES (IRELAND);

WITH THE

PROCEEDINGS OF THE COMMITTEE

AND

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, *to be Printed,*
24 *May* 1855.

Lunæ, 19° *die Martii*, 1855.

Ordered, That a Select Committee be appointed to inquire into the Laws affecting Loan Fund Societies in Ireland.

Martis, 17° *die Aprilis*, 1855.

Committee nominated:—

Mr. Pollard Urquhart.	Viscount Monck.
Mr. French.	Mr. Seymour Fitzgerald.
Colonel Dunne.	Mr. John Abel Smith.
Dr. Brady.	Colonel Greville.
Mr. Bonham Carter.	Mr. Kirk.
Mr. Massey.	

Ordered, That the Committee have power to send for Persons, Papers and Records.

Ordered, That Five be the Quorum of the Committee.

Jovis, 24° *die Maii*, 1855.

Ordered, That the Committee have power to report their Observations, together with the Minutes of the Evidence taken before them, to The House.

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REPORT.

THE SELECT COMMITTEE appointed to inquire into the Laws affecting LOAN FUND SOCIETIES in IRELAND; and who were empowered to Report their OBSERVATIONS, together with the MINUTES of EVIDENCE taken before them, to The House;——HAVE considered the Matters to them referred, and have agreed to the following REPORT:

YOUR Committee have had before them Witnesses who have explained to them in detail, all the circumstances relating as well to the origin of the Loan Fund Societies as to their present working. The fact of their having been at one time connected with a fund raised for benevolent purposes, has, in the opinion of your Committee, caused many persons interested in them to look upon them rather in the light of charitable, than of commercial institutions, and has so led to many of those abuses to which all institutions of the former nature seem eventually to tend. A great many cases of failure have occurred, which may be ascribed partly to the calamities by which Ireland was overwhelmed in the years 1846 and 1847, and partly also to the lax management of the Treasurers and Trustees of the several Societies, and the lax superintendence of the Board. The altered circumstances of Ireland render it improbable that the former of these causes will recur, and the latter may, in the opinion of your Committee, be to a great extent guarded against by the amendment of existing laws.

Your Committee think it right to draw attention to the evidence laid before them, that the condition of several of the Societies is at the present most unsatisfactory.

Your Committee have heard the opinions of people entitled to respect, who think that any Loan Fund Institutions, however well managed, invariably generate habits of improvidence and reckless speculation among the humbler orders of people, and therefore must, in the long run, be productive of a balance of injurious effects to that class of the inhabitants for whose special benefit they are intended. But on a full consideration of the subject, your Committee are of opinion, that though institutions of this nature cannot be altogether exempted from the evils which seem to attend every system of credit, they may, if properly managed, be rendered productive of a preponderating amount of good; and they cannot contemplate without apprehension the abolition of institutions which circulate a large amount of capital among a class of retail dealers and small farmers, who might perhaps find it difficult to carry on their business without the occasional assistance of the credit thus afforded to them, and which have the advantage of causing the deposits to be profitably expended in the country in which they have been invested.

Your Committee have, therefore, given their best attention to the principles which should be observed in framing such laws for the future management of these Societies as may be reasonably expected to maximise the benefits and minimise the evils likely to arise therefrom; and they are of opinion, that these results will be promoted by enactments that shall have a tendency to secure more regular and business-like attention to their duties on the part of the Treasurers and Trustees of each Society, and the more efficient superintendence of the Dublin Board.

Your Committee are of opinion that, for the attainment of the first of these objects, it is absolutely necessary that security should in all cases be exacted from the Treasurer, as was required by all Acts relating to Loan Fund Societies previous to the year 1843. They think that some amount of security might also be reasonably expected from the Trustees, whose names appear in connexion with each Society, for the sake of inviting the confidence of the public.

While Your Committee note with pleasure the successful efforts of Dr. Madden, the present Secretary of the Dublin Board, to secure the better working of the system, they think it extremely doubtful whether the present Board, consisting entirely of unpaid and irresponsible members, is sufficient for its purpose; and they deem it indispensably requisite that more frequent and efficient inspections of the several Societies should take place.

Your Committee have had under consideration the rate of interest charged to the Borrowers, and the occasional appropriation of the surplus profits to charitable purposes. After taking into account the risk, that in spite of all due care and management, must necessarily attend all small loans, and the proportion which the expenses connected with each loan bear to its average amount, they do not think that the rate of interest sanctioned by the Board is too high. But they object to any unnecessary augmentation of the expenses of the Borrower, either by the imposition of fines, not originally contemplated by the law, or by making harassing demands upon his time, that might otherwise be profitably employed. They would, also, strongly recommend the discontinuance of the custom of appropriating the surplus profits to charitable purposes; such surplus profits, whenever they arise, might, in their opinion, be advantageously employed in forming a reserve fund, in aid of the expense of the Board; and wherever they continue to accumulate, after forming a sum sufficient for this purpose, the charges upon the Borrowers should be lowered to whatever amount experience may show to be sufficient to pay all necessary expenses.

24 *May* 1855.

PROCEEDINGS OF THE COMMITTEE.

Lunæ, 23° *die Aprilis*, 1855.

MEMBERS PRESENT:

Mr. Pollard Urquhart.	Mr. Kirk.
Dr. Brady.	Mr. Massey.
Mr. French.	Mr. Bonham Carter.

Mr. Pollard Urquhart was called to the Chair.

The Committee deliberated.

[Adjourned to Monday next, at Twelve o'clock.

Lunæ, 30° *die Aprilis*, 1855.

MEMBERS PRESENT:

Mr. Pollard Urquhart, in the Chair.

Mr. French.	Mr. Kirk.
Mr. J. Abel Smith.	Dr. Brady.
Colonel Dunne.	Mr. Massey.

Mr. *Richard R. Madden* examined.

[Adjourned to Thursday, at One o'clock.

Jovis, 4° *die Maii*, 1855.

MEMBERS PRESENT:

Mr. Pollard Urquhart, in the Chair.

Mr. French.	Dr. Brady.
Mr. Kirk.	Colonel Dunne.

Mr. *Richard R. Madden* and Sir *John Kingsmill* examined.

[Adjourned to Monday next, at Twelve o'clock.

Lunæ, 7° *die Maii*, 1855.

MEMBERS PRESENT:

Mr. POLLARD URQUHART, in the Chair.

Mr. French.	Mr. J. A. Smith.
Mr. Kirk.	Colonel Greville.
Colonel Dunne.	

Mr. *John Tidd Pratt*, Mr. *Francis R. Bertolacci*, and Mr. *Richard Robert Madden*, M.D., examined.

[Adjourned to Thursday next, at Twelve o'clock.

Jovis, 10° *die Maii*, 1855.

MEMBERS PRESENT:

Mr. POLLARD URQUHART, in the Chair.

Mr. Kirk.	Colonel Greville.
Mr. French.	Colonel Dunne.

Rev. *Charles King Irwin* examined.

[Adjourned to Tuesday, at One o'clock.

Martis, 15° *die Maii*, 1855.

MEMBERS PRESENT:

Mr. POLLARD URQUHART, in the Chair.

Mr. Kirk.	Colonel Dunne.
Dr. Brady.	Mr. John A. Smith.
Mr. French.	Colonel Greville.

Mr. *F. R. Bertolacci* examined.

The Committee deliberated.

[Adjourned to Tuesday next, at One o'clock, to consider Report.

Martis, 22° *die Maii*, 1855.

MEMBERS PRESENT:

Mr. POLLARD URQUHART, in the Chair.

Mr. J. A. Smith.	Mr. French.
Dr. Brady.	Mr. Kirk.

Report, proposed by the Chairman, read 1°, 2°.

[Adjourned to Thursday, at Two o'clock.

Jovis, 24° *die Maii*, 1855.

MEMBERS PRESENT:

Mr. POLLARD URQUHART, in the Chair.

Mr. French.	Mr. J. A. Smith.
Dr. Brady.	Colonel Greville.

Proposed Report, considered paragraph by paragraph, amended, and agreed to.

Question, "That this Report, as amended, be the Report to The House," put, and agreed to.

Question, "That the Minutes of Evidence be reported to The House," put, and agreed to.

Ordered, To Report.

EXPENSES OF WITNESSES.

NAME of WITNESS.	PROFESSION or CONDITION.	From whence Summoned.	Number of Days absent from Home, under Orders of Committee.	Expenses of Journey to London and back.	Allowance during absence from Home.	TOTAL Expenses allowed to Witness.
				£. s. d.	£. s. d.	£. s. d.
Dr. Richard R. Madden	- - -	Chairman -	8	7 – –	8 8 –	15 8 –
Sir John Kingsmill -	- - -	Chairman -	5	7 – –	5 5 –	12 5 –
Rev. C. K. Irwin -	- - -	Chairman -	5	9 10 –	5 5 –	14 15 –
					£.	42 8 –

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Lunæ, 30° die Aprilis, 1855.

MEMBERS PRESENT:

Mr. Urquhart.
Mr. French.
Mr. Kirk.
Mr. John Abel Smith.
Colonel Dunne.
Dr. Brady.
Mr. Massey.

WILLIAM POLLARD URQUHART, Esq., IN THE CHAIR.

Richard Robert Madden, Esq., called in; and Examined.

R. R. Madden, Esq.

30 April 1855.

1. Mr. *French*.] YOU are Secretary to the General Loan Society in Dublin?—I am.

2. You succeeded Mr. Piesse?—I did.

3. Have you discharged the duties of that office for some years?—Since March 1850.

4. Have you turned your attention generally to the system of Loan Funds, as well as to the uses and abuses of them?—I have.

5. The system is not a new one, tried for the first time by way of experiment in Ireland, is it?—The present system is not.

6. It is a system as to which a good deal of experience has been had in foreign countries?—Yes; I presume it grew out of an Italian system called the "Banco dei Poveri."

7. In Lombardy it was carried on to a considerable extent, and afterwards it extended to Holland?—Yes, but its origin was in Italy; it was a charitable institution.

8. It was a good deal opposed, was not it, by one of the religious societies in Italy, the Franciscans?—Yes; the system of "Banco dei Poveri" was opposed by the Franciscans, but the Dominicans supported the "Banco dei Poveri," which was a charitable institution; a new system sprung out of that establishment, set up by the Lombards; that was a usurious banking society, a sort of pawnbroking system on a very large scale.

9. From Italy it was introduced into Holland?—Yes, the Lombard system was.

10. And a large loan bank was flourishing in 1661 at Amsterdam?—Yes.

11. Do you know the rate of interest which they lent at that time?—They lent at various rates of interest, and, as invariably happens, the poorest people always paid the largest rate of interest.

12. That is the same objection that has been urged against the system in Ireland?—It is.

13. For loans under 100 florins they paid a penny a week for each florin, did not they?—Yes.

14. And 6 per cent. was charged on any loans from 100 to 500 florins?—Yes; for large loans they paid a good deal less than for small loans.

15. *Chairman*.] Do you know what was the ordinary rate of interest in Holland at that time?—I am not competent to state it.

16. Mr. *French*.] How was this money lent?—By the Lombards it was lent on pledges, but that was not the case originally.

17. Was the money issued in hard coin, or in promissory notes of hand?—Sometimes; when in large sums it was issued on promissory notes, which were discounted.

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18. And they were circulated something like our bank paper, were not they?—Yes.

19. Has the system ever been introduced into this country?—Yes; there was an Act in the reign of Queen Anne, called "The Benefit Societies Act;" there was an approach to the introduction of the system in that Act.

20. The system was introduced into Ireland by Dean Swift, was not it?—Yes.

21. He placed the sum of 500 *l.* under the direction of certain persons to be lent out?—Yes; he made loans to poor artizans of Dublin, which were of great benefit.

22. Was there any limit to those loans?—They were generally under 10 *l.*

23. That was followed up by the "Musical Society," was not it?—It was.

24. They lent from 3 *l.* to 5 *l.*?—They lent pretty much upon the same system as Dean Swift.

25. There was a great deal of money advanced for many years, was not there?—Yes, and a great deal of good was done.

26. I think the "Musical Society" was established under the Act of 1756?—It was not incorporated by Act of Parliament for Loan Fund purposes then.

27. Afterwards, in 1770, there was another Act by which that society was incorporated?—There was another Act regulating, to some slight extent, the loan fund system.

28. Matters then stood till 1823, without any fresh legislation?—They did.

29. And in the year 1823, being the year after a severe famine in Ireland, there was a large sum of money subscribed for the relief of the distressed Irish, which was vested in a committee sitting in London?—Yes.

30. The chairman of that committee was Mr. John Abel Smith, a Member of this Committee?—Yes.

31. Do you remember what amount of money was subscribed?—I can tell the exact amount by referring to my papers; it was upwards of 300,000 *l.*

32. There was a large surplus remaining in the hands of those gentlemen after their accounts were closed, and the famine had ceased?—Yes, about 40,000 *l.*, which was eventually increased to about 55,000 *l.*, applied to Irish Reproductive Loan Funds.

33. They sent over to Ireland this money, vesting it in trustees for the benefit of 10 distressed counties, did not they?—Yes.

34. Do you remember what counties they were?—Clare, Cork, Galway, Kerry, Leitrim, Limerick, Mayo, Roscommon, Sligo, and Tipperary.

35. Was the 40,000 *l.* the foundation of the present loan-fund system in Ireland?—No; that was the Reproductive Loan Fund.

36. The Act of 1823 obliged the societies to be registered with the Clerk of the Peace, and protected implements of husbandry lent under this money, advanced to the county trustees, from seizure?—Yes; it was a very slight regulation of the loan-fund system which was in existence.

37. Colonel *Dunne.*] What was the first Act of Parliament in Ireland, regulating Loan Funds at all; I understood you to say, that in the time of Dean Swift and subsequently, there were certain Loan Funds established by private individuals?—Yes, they were not under any Government control.

38. When was the first time that the Government began to interfere and prescribe rules for them?—In 1756, the Irish Parliament passed an Act, which gave some very slight protection to Charitable Loan Funds in operation; in 1780, the Charitable Musical Society, in connexion with Loan Fund purposes, was incorporated by an Act of the Irish Parliament. The next Act was in 1823; the object of that new Act was only to protect the funds of such institutions, and encourage the extension of them.

39. When was the next Act?—The next Act was in 1836, brought in by Mr. French.

40. Up to 1836, had any money been advanced by the Government for the purpose of assisting Loan Funds?—The surplus of the Relief Fund was applied to that purpose.

41. In 1822 the subscription was made for the relief of the famishing people of Ireland. The amount collected was 331,081 *l.*

42. In what year was the surplus of that fund applied to the purpose of forming Loan Funds?—A committee was formed in London for superintending the application of the funds, and after appropriating a large amount for the suffering poor, they applied the residue towards a reproductive fund.

43. What

43. What was the amount of the residue?—It eventually amounted to 55,181 *l.*, I think the first amount was 40,000 *l.*

44. And then subsequently, the remainder was advanced?—Yes.

45. Were there many private Loan Funds at that time in Ireland?—A great number.

46. Were those private speculations or charitable institutions?—A great many of them were under charitable institutions, such as the "Musical Society."

47. Was this the first time as connected with a public subscription, that money had been advanced for this purpose?—I think so by the Government.

48. Was this strictly advanced by the Government?—It was not strictly advanced by the Government; it was the residue of the Relief Fund.

49. And in fact, the Committee who represented the subscribers to the Relief Fund, adapted it to this purpose?—They did.

50. And then it became subject to legislative interference?—It was done with the concurrence of the Government, but I do not think there was any government control over that reproductive fund.

51. Have the Government, strictly speaking, advanced from the national purse, anything to assist Loan Funds?—I think not.

52. Mr. *French.*] You stated that this money was sent over in 1823, and applied to the carrying out of Loan Funds under this reproductive system, are you aware that the Loan Funds were not formed in 1823, and that money was lent to certain trustees of each of the 10 counties, to advance in any manner they thought fit, for the advantage of the people?—That was the machinery.

53. Afterwards, a great portion of this money was appropriated to carrying out the Loan Fund system?—A portion of it was.

54. In 1838, the Government brought in a Bill to amend the Act which had been introduced by me?—They did.

55. Will you state what the object of the Act brought in by me was?—It established a Loan Fund Board, and directed the different societies for the first time to correspond with the Loan Fund Board; it gave the Loan Fund Board a control over those societies.

56. Colonel *Dunne.*] It established the Board, did it?—It did.

57. Mr. *French.*] It directed the rules to be revised and certified by a barrister?—Yes; it gave power to the Board to appoint their own officers; but, strange to say, it does not specify any mode of paying them.

58. And I believe it obliged the societies to devote the surplus, after the legal interest of 6 per cent., to charitable purposes?—It enabled them to appropriate the Loan Fund profits to charitable purposes without any reference to the Board.

59. It prevented the managers putting them into their own pockets?—Yes.

60. Colonel *Dunne.*] Are the Committee to understand that this Act empowered the local managers of Loan Funds to devote those profits as they wished?—Yes, it authorized them to do so.

61. Mr. *French.*] Was there any central supervision by inspectors contemplated in that Act?—Yes, the Act says the Board may appoint inspectors and other officers.

62. But it did not reserve the means of paying them, you say?—No; in the Act now spoken of, the rate of interest was established at 6 *d.* in the pound for 20 weeks.

63. In the Act of 1838, the Government exempted all the Loan Funds that were in connexion with the Irish Reproductive Loan Funds Institution from the operation of this Act, did not it?—Yes, by the 26th section.

64. Was that done with the assent of the Commissioners in Dublin?—No; it was done in spite of their remonstrances against it.

65. What did the 26th section of the 1st and 2d Vict. c. 78, do? What was the result upon the system?—The 26th section exempts Loan Funds in connexion with the Irish Reproductive Loan Fund Institution, under the 4th of Geo. the 4th, and the 10th Geo. the 4th, from all control of the Loan Fund Board.

66. Colonel *Dunne.*] Was there any distinction between the Reproductive Loan Funds, and any other Loan Funds?—Yes; the Reproductive Loan Funds were formed out of the residue of the surplus Relief Fund, which was the subscription of 1822. Under Mr. Hyatt's management, that sum of 55,000 *l.* was invested in Loan Funds.

67. The word Reproductive only applies to those Loan Funds which were established from that surplus fund of 1822?—Yes, in connexion with the London Board, in contradistinction to the Irish Board.

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68. When the Bill of 1838 was brought in, it was made applicable to other Loan Funds in Ireland, but not to the Reproductive Loan Funds?—They were specially exempted.

69. Mr. *French.*] Do you attribute injurious consequences in the working of the system to that exemption?—I was not then in connexion with the institution, but it was the opinion of the Board, and of the Secretary at the time, that that exemption was the cause of great mischief to the Loan Fund system.

70. Colonel *Dunne.*] Was there any remonstrance made at that time?—There were several.

71. By whom?—By the Loan Fund Board.

72. Without effect?—Without effect.

73. Did they continue exempt?—They have now ceased altogether; till the cessation they did so; they were ordered annually to give an account to the Loan Fund Board of the number of their societies.

74. Mr. *French.*] Mr. Hyett took strong steps to prevent those societies communicating or connecting themselves with the Central Board, did not he?—He did.

75. I believe he wrote to the trustees to say, that if they did put themselves in connexion with the Board, all the money lent to them from that society should be withdrawn?—The Board was informed to that effect by several of the managers.

76. Colonel *Dunne.*] Will you state the terms on which this 55,000 *l.* was lent?—The money was advanced by the London Committee for the purpose of investing in Reproductive Loan Funds to certain committees in the 10 counties.

77. Were those committees obliged to return any surplus to the London Committee, or to repay the first advance; or was there any interest upon it to be paid to the London Committee?—They were accountable to the committee in London for the use they made of those funds, and they were bound to restore those funds at some future time.

78. Was there any mode appointed in which they should restore them, or was there any interest expected for the use of that money?—I am not aware of that.

79. Mr. *French.*] I suppose the Board lent this money from charitable motives?—I am quite convinced they did it with the view of benefiting the people of Ireland.

80. And they only retained in their hands such a supervision as they thought necessary, for the purpose of seeing that the money was laid out for the purposes intended?—They retained some portion in London for the purpose of management, which I believe was not accounted for in the yearly reports.

81. Have you a copy of any of the reports or accounts given by the Irish Board to the English Board?—I have one of the Reports; the Report for the year 1836 (*producing the same*).

82. Colonel *Dunne.*] Will you state, from the time of the first grant, as a Loan Fund, up to 1836, what proceedings took place?—This Report will give a full statement of those circumstances.

[*The Report was read, as follows:*]

1836.

The Board of Directors, nominated in accordance with the foregoing resolutions, feeling it to be their duty to report from time to time the result of their proceedings, deem the present to be a favourable opportunity for giving publicity to their second statement.

It has been shown, by accounts previously furnished, that at the commencement of their undertaking some difficulties were encountered. First, from the jealousy and suspicion with which anything like innovation was regarded by the inhabitants of remote districts; and secondly, from the circumstance, that the distribution of gratuitous relief rendered persons unwilling to believe that repayment was expected or would be enforced; some losses were consequently sustained. A steady perseverance, however, in carrying into effect the prescribed rules and penalties, in due time, established the fact; and the experience of the working of the system has brought with it a conviction that the advantage of possessing a permanent fund, to which the residents may at all times resort for aid, is more than commensurate with any that could be hoped for or derived from the casual supplies of adventitious charity.

The grant appropriated to this object was originally 40,000 *l.*, but a considerable addition being made in 1824 from balances that remained in the hands of some committees in Ireland after the cessation of the distress, the sum finally confided to the care of the county trustees amounted to 55,107 *l.*

The accumulation of interest that has accrued down to the present period have sufficed not only to replace the deficiencies alluded to, and defray all the contingent expenses, but also to realize a net profit of 4,434 *l.*

The

The Directors have the satisfaction to add, from the concurrent testimony of their local friends, whose zealous co-operation they duly appreciate, and thankfully acknowledge, that with the increase of the fund, the condition of the recipients has also proportionably improved.

Some modification of the rules which regulate the details of the system, may yet, it is probable, be advantageously adopted; but the Board confidently congratulate the promoters of the measure upon the fact, that the soundness of the principle has been successfully established; and they have every reason to hope, that while it continues to be applied with zeal and vigilance, the institution will furnish the industrious with the means of profitable employment, and generally promote the welfare and advance the moral condition of those classes of society for whose benefit it was originally designed.

The Directors cannot close this report without expressing their strong and unanimous sense of the valuable services rendered by their manager and secretary, Mr. Hyett, in promoting the success of this interesting undertaking.

John Smith, Chairman.

83. You say there was an objection to the exemption of the Reproductive Loan Fund, from the supervision of the new Board established by the Act of 1838?—There was an objection on the part of the Reproductive to coming under the management of the Board in Dublin.

84. Did the Irish managers object to that?—There were two societies; we will call one of them, for the sake of clearness, the London Board; that was the Board of which Mr. Abel Smith was Chairman. The societies which became connected with the Central Board in Dublin had subsisted for some time before the Reproductive Society.

85. Who was it objected?—The Reproductive; Mr. Abel Smith and Mr. Hyett objected to the Central Board having anything to do with it.

86. Did the Central Board object?—They objected to the exemption in the Act.

87. Mr. *French*.] The Act which is at present in force, under which Loan Societies are regulated, is the 6 & 7 Vict., c. 91, is it not?—It is.

88. Will you state to the Committee what the provisions of that Act are?—The most important change made by the Act of 1843, was the reduction of interest from 6 *d*. to 4 *d*. in the pound, for 20 weeks.

89. Colonel *Dunne*.] Will you in the first place describe the effect of the Act of 1836, and the alteration which it made in the Act of 1823?—The Act of 1836 established a Central Board in Dublin; the members were to be appointed by the Lord Lieutenant; that Board was to direct and control the Loan Funds throughout the country; the Act gave the control and direction to the Central Board in Dublin over all the Loan Funds throughout Ireland. It directed that all the rules should be certified by a barrister appointed by the Board; it gave the Board the power of nominating its own officers, but did not provide for their payment; it limited the interest to 6 *d*. in the pound for 20 weeks; it enabled the managers, without any reference to the Board, to appropriate the surplus monies to charitable purposes. In 1838 there was another Act, amending the former, and extending it. The 23d section provided for the appropriation of surplus profits in supporting hospitals or infirmaries, or other local charitable purposes, and still left it in the hands of the managers. The 26th section exempted the Loan Funds in connexion with the Irish Reproductive Loan Fund Institution, from the operation of that Act; these are the chief provisions of that Act.

90. Things went on in that way for some time; what was the next Act?—The next Act was in 1843; that is the Act now in operation, the 6th & 7th Vict. c. 91.

91. What are the provisions of that Act?—It regulates the mode of convening and constituting the Central Board; it fixes the number of three members to form a quorum; it places the appointment of members in the hands of the Lord Lieutenant; it gives a power of control over all Loan Fund Societies under the authority of the former Acts to the Board, with certain exceptions; it empowers the Board to pay money for its necessary expenses; the mode of doing that is by charging on promissory note to be issued by the societies 1 *d*. for each note, and 1 *s*. for each debenture.

92. Did that Act give power to the Lord Lieutenant to interfere with the funds?—In the shape of a power of appeal to the Lord Lieutenant; it gave power to raise money on debentures and to receive deposits, grants and bequests.

93. Mr. *French*.] Did it empower them to raise money themselves at 5 per cent.?—Yes; and it gave a power of appeal to the Lord Lieutenant to the

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managers of local societies against the decision of the Board, or in the event of the refusal of the barrister to certify the proposed rules.

94. Did not it prohibit the treasurer or the trustees from having any advantage from the fund?—Yes, any pecuniary advantage.

95. And it obliged the treasurer and officers to give security?—Yes, if the Board called for it; it does not oblige the Board to ask for security.

96. *Chairman.*] Did not they pay interest on the whole of the sums originally lent?—That is deducted from the original amount. The Act prohibits the treasurer, trustees and managers from deriving any profit from the funds of the societies; it vests, in case of failure or default, the appointment of new trustees for the investment of the property in the Secretary of the Board; it obliges the treasurer and other officers of Loan Funds to give security when called on by the Board to do so; it obliges trustees to account to the Board for the money in their hands, or any property, under a penalty of 10 *l.*; it prescribes the form of promissory notes, debentures and bonds; it enables the Board to charge 7 $\frac{1}{2}$ *d.* in the pound on monthly loans; it provides that that loan shall not be called for for a period of 27 clear days; it prohibits the Loan Fund business being carried on in public-houses or taverns; it directs annual accounts to be furnished to the Board, and annual accounts to be furnished by the Board to Parliament; it provides that the surplus funds of Loan Societies shall only be appropriated with the sanction of the Board (that was for the first time introduced), and that those grants shall be made for charitable and useful purposes in the district of the said society; that no grant shall be made till 1-10th of the clear net profits shall have been first deducted; it provides, in case of violation of rules, for the gazetting of the society by the Board, the appointment of a receiver, and the investment of all the assets of the bankrupt fund in the Secretary for the time being; I think those are all the provisions of the Act.

97. Mr. *French.*] Do you consider, generally speaking, this system of advancing money in small sums to poor people, and taking it back by weekly repayments, is advantageous to very small dealers?—I think, where the societies are well managed, it is peculiarly beneficial to small traders, more so than to agricultural labourers.

98. Will you give your reasons for considering that it acts beneficially to small traders?—I think larger profits can be realized by small traders; I think, as they live in the locality of the Loan Fund, the time is not lost in going or in bringing sureties which is lost so largely by agricultural labourers, who may have to come a distance of eight or ten miles, and who must perhaps treat the persons who come as securities for them.

99. The societies act as a sort of deposit banks for the weekly receipts of those people?—Yes, deposits are received.

100. Do you consider it is an advantage to tradesmen to have an opportunity of purchasing materials or tools used by them in their trades by means of Loan Funds?—That is one of the greatest advantages of the system.

101. Is it advantageous to small farmers, in your opinion?—I think not to the extent that it is to small traders in towns.

102. Do you think it is an advantage to the labouring class, by enabling them to purchase pigs or poultry which they can feed, in a great measure, from the offal supplied in their cottages?—Yes, I think it has been very beneficial in that way, enabling labouring people to buy pigs and poultry.

103. Do you think it affords any other advantage to the lower class by enabling them to deal with ready money; in shopping, for instance, can they get a better description of material, or do they get it cheaper by reason of having ready money?—I think they pay a very heavy rate of interest for the accommodation which they get.

104. Suppose the case of a man borrowing 10 *l.* for 20 weeks, under the present system, what would be the sum which would be overpaid by him by the time the payments were completed over and above the regular interest that would be due?—The rate of interest on the money they receive and pay by weekly instalments, would be about eight and a fraction per cent; on the monthly loans it would be upwards of 13 per cent. There are a great many things to be taken into consideration, in respect to the use which they have of the money; they pay so much of it every week. If a man borrows 10 *l.*, by about the tenth week he will have only about 5 *l.* 16 *s.* in his hands.

105. The calculation which I have is, that taking into consideration the reduction

reduction of the principal, and the gradual re-payment by instalments, it may be taken to be about 13 per cent.?—On the monthly loans it is 13 per cent. and a fraction.

106. The calculation in my hands states, that for 10 *l.* borrowed for 20 weeks, the entire overplus paid by the borrower is only 1 *s.* 2 *d.*?—I can hardly think that can be correct.

107. Dr. *Brady.*] Suppose I want to borrow 10 *l.* from the Society for 20 weeks, and I pay it back by monthly instalments, how much would be deducted from that 10 *l.* in the first place?—Four-pence in the pound for 20 weeks, but there would be other deductions; there would be 1 *d.* for the card, and 1 *d.* for the note; and 1 *d.* for application paper.

108. Does the party paying in weekly instalments pay anything at that time; does he pay anything when paying in the instalments?—He pays nothing but the interest and the price of the papers, when he gets the loan.

109. Mr. *Kirk.*] Will you be kind enough to state to the Committee the practical working of three loans; will you state the manner in which they are lent, the sum of discount charged for the loan, and the modes and times of re-payment for three separate sums of 2 *l.*, 5 *l.* and 10 *l.*?—I have such a calculation here. With respect to the cost of loans to the societies, and the profits derived from them, I have made a calculation for a loan payable by weekly instalments, the amount being 3 *l.*, returnable in 20 weeks: first of all there is the cost of the loan to the society which makes it; the interest to the depositors at the rate of 5 per cent. upon the 3 *l.* for 20 weeks, is 1 *s.*; there are the charges of management, including the salaries of the clerks, rent, law expenses, notes and debentures, 10 *d.*; the cost to the society will be 1 *s.* 10 *d.* for making the loan; the receipt by the society for the loans from the borrower would be as follows: for application paper, 1 *d.*; for card, 1 *d.*; for note, 1 *d.*; discount at the rate of 4 *d.* in the pound on 60 *s.*, 1 *s.*; the whole of that would be 1 *s.* 3 *d.*; there would be an apparent loss of 7 *d.* on that loan to the Society at the present rate of interest; the interest was reduced by the Act of 1843 from 6 *d.* to 4 *d.*

110. Mr. *John Abel Smith.*] Upon what rate do you calculate the 1 *s.* interest to the Society?—Five per cent.; there is an apparent loss on such a loan, of 7 *d.*; that loss is made up by illegitimate sources of revenue, excessive fines, and taking pre-payments.

111. Mr. *French,*] For what are the fines imposed?—For default in paying the weekly instalments.

112. What amount of fine is imposed in the case of a loan of 3 *l.*, for the omission to pay an instalment?—One penny for the first fine, and 2 *d.* for the next; instead of limiting themselves to 3 *d.* some societies go on fining with a view of deriving additional revenue.

113. Does the rate increase?—In some societies the rate goes even beyond that.

114. Dr. *Brady.*] Are the law proceedings expensive?—They are in some badly managed Societies, they go to a great extent.

115. Mr. *Kirk.*] Having stated how the money is lent, will you be so kind as to state to the Committee how and when the money is repaid?—It is repaid by weekly instalments for the whole 20 weeks.

116. Of equal amount?—Of equal amount.

117. That would be 3 *s.* a week, I presume?—Yes.

118. The 3 *l.* loan lent for 20 weeks is repayable by instalments of 3 *s.* per week?—Yes.

119. Will you now be kind enough to state whether there are any fines in consequence of default of those payments, and whether they are alike on each default, or whether they increase as the default progresses?—If the Society follow the directions of the Board for the first default they charge a fine of 1 *d.*, for the second default, they impose a fine of 2 *d.*, and then they proceed for the recovery of the loan altogether.

120. Mr. *John Abel Smith.*] Is the fine in proportion to the amount of the loan?—No, it is the same in all cases; they would be then bound to proceed for the recovery of the loan, but they do not do that in general.

121. Mr *Kirk.*] Will you state what the Societies actually do in the way of fine; whether, after imposing two fines, they proceed, or whether they continue to impose fine after fine?—Many societies continue to impose fine after fine, and there is no regular and uniform practice in the different societies; some will impose 1 *d.*, some 2 *d.*, and some even 3 *d.*

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122. Are not those charges an important source of profit to the Societies?—They are.

123. Mr. *John Abel Smith.*] The 4 *d.* in the pound, which you charge as discount upon the advance of the money, is calculated, as I understand it, upon the supposition that the loan is repaid in 20 weeks?—Yes.

124. The loan, practically, is repaid in a much shorter period, inasmuch as it is assumed to be repayable by instalments?—Yes.

125. I understand you to say, that though the rate of interest charged to depositors on a loan is not higher than that authorised by law, they practically pay a much higher rate of interest than was intended, by means of the fines and charges which are imposed by the various Boards subordinate to the General Loan Fund Board?—In badly managed Societies, which form a large portion of the whole of the Societies in connexion with the Board, an illegitimate revenue is derived from excessive fines, from taking pre-payments, and from heavy charges for cards and papers, which enormously increase the expense of the loan to the borrower, and far beyond the rate of interest contemplated by the Act; I have known it to bring the expense of the accommodation to upwards of 20 and 25 per cent.

126. Mr. *Kirk.*] With reference to an answer which you gave as to the benefits derived by agricultural labourers from, say a loan of 3 *l.*, I think you mentioned that it enabled a man to purchase a pig or poultry?—Yes.

127. Supposing a person of this class borrows 3 *l.* from the Loan Fund, is it not the practice for him absolutely to pay the first instalment the very day he gets the loan?—My impression is, that the discount and charges only are stopped out of the loan the first week: those charges would make the sum he would take away 2 *l.* 18 *s.* 9 *d.*; that is the amount which would be in his hand at the end of the first week.

128. Supposing this man lives a distance of four miles from the institution, has he not to bring in two sureties with him, in order to enable him to obtain this loan?—He has.

129. Those two sureties, as a matter of course, must be paid for their loss of time?—It is very likely.

130. Would it not generally consume the whole day, or the greater portion of the day, for those three men to walk to the office of the Loan Fund, borrow 3 *l.*, and return home again?—Yes; I have already stated that I think it is a great evil.

131. And then the borrower has to return upon one day of each week, for the succeeding 20 weeks, to repay the 3 *s.* per week?—Yes.

132. What are the hours during which the offices are open?—They are generally open in the day—in the forenoon.

133. From 10 to 2, is it not?—There is no certain hour; every Society has its own custom.

134. They are not open in the evening?—I think I never knew one open in the evening.

135. Referring to your former answer, do you think any little economy which the offal of a house might produce for the feeding of a pig, would compensate that man for the day which he loses every week in repaying this money thus borrowed?—It would depend upon the distance at which he lives from the office.

136. I am supposing the average distance to be four miles?—I think he would not be benefited by the loan as much as a man living close to the office of the Loan Fund.

137. Would he be benefited at all?—In many cases I think he would; from the evidence of letters which I have seen, the parties consider that they frequently are benefited by these loans.

138. Mr. *John Abel Smith.*] Can you tell the Committee the number of Loan Funds established in Ireland?—There are 115.

139. Do you know the aggregate or the average amount of the fund under their distribution?—I will supply that information.

140. The whole of the funds at their disposal are funds collected from private individuals in the way of deposit, for which each Loan Fund Board pays a certain rate of interest?—Yes

141. It is principally, if not wholly, raised by debentures issued by each Board

Board to such depositors or lenders?—Debentures when the sum is above 20 *l.*; deposit receipts when the sum is under 20 *l.*

142. Do you believe that those debentures represent in all cases, the money actually advanced, or is there any arrangement between any of the Boards and the depositors, by which smaller sums than the debentures actually represent, have been paid?—Cases of that kind have come under my knowledge in bankrupt societies.

143. There have been fraudulent debentures issued?—Yes, by debentures issued by clerks to themselves and their friends.

144. Without the cognisance directly or indirectly of anybody at the Board?—On account of the neglect of duty of the managers.

145. Is there any general system of inspection of those Boards?—There is.

146. How is that managed?—The inspector is appointed by the Government; he is supposed to be under the control of the Board, under the direction in fact of the secretary.

147. How often does he visit those 115 societies?—I thought the inspections were greatly neglected when I joined the institution.

148. Do you believe that the practice has improved since?—Yes, very greatly.

149. Can you tell us the system laid down for inspection now?—I have had new rules framed for the present inspectors; the Board found it necessary to recommend that the two previous inspectors should be dismissed, one for very culpable neglect of duty, and the other for incompetency.

150. What is the salary of the inspector?—£. 300, but he has to pay his own travelling expenses.

151. Can you tell the Committee generally, what the system of inspection is?—Yes; the inspector now is expected to inspect the whole of the societies in the year; formerly that was not the case; I found societies that had not been inspected for three years, and some for two years.

152. Inasmuch as there are only about 300 days in the year on which business is transacted, is it possible for one man to inspect in a year, 115 societies, and look over the accounts accurately?—I think it is.

153. They are scattered from one end of Ireland to the other, are not they?—No, not exactly so; in some counties there are none at all; in the north of Ireland there are a great many.

154. And there are some in the south?—And there are some in the south.

155. Dr. *Brady*.] Is it your opinion, that improvidence is created or encouraged by these societies?—It depends entirely upon the management.

156. As regards the borrowers, do you think there is improvidence upon their part when they receive the money; does it make them less provident than they otherwise would be?—No, I think the tendency is to give them more thrifty habits, and make them more punctual; that is one of the greatest advantages in the system.

157. *Chairman*.] You said just now, that small traders derive great advantage from the societies; could those small traders obtain advances from the ordinary commercial banks of the country at all?—They did at one time, and they paid enormously for them.

158. Did they get advances at as reasonable a rate of interest as they pay to Loan Fund Societies?—No, they were charged very high.

159. The rate of interest of course varies according to the security, do you think the rate of interest charged by Loan Fund Societies is very high, considering the risk they run?—Compared with what the parties paid formerly the rate is exceedingly small.

160. Do you mean before the Loan Funds were in existence at all?—Yes; or even where Loan Funds exist which are not connected with the Board; I have heard that as much as 1*s.* in the pound for a month has been paid; as much as 2*s.* in the pound for a month has been paid; as much as a penny on a shilling for a week has been paid; that rate of interest would be enormous; it would be varying from 60 to upwards of 200 per cent.

161. Before the establishment of these Loan Fund Societies there was a great deal of usury practised throughout the country, was not there?—Yes; it was to counteract that that these societies were formed.

162. Do you think these societies have tended to counteract it?—To a great extent I think they have.

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163. Did the usurers, in addition to charging a high rate of interest, frequently have recourse, in connexion with their business, to all sorts of villanous practices?—The usurers were always small shop-keepers, and if persons did not deal with them, and pay them high for their goods, they would not give them any accommodation.

164. You said just now that occasionally small shop-keepers and small farmers were charged very high; was that by banks or by usurers?—By usurers.

165. In short, banks would scarcely find it worth their while to make such small loans at all, would they?—They used in some cases to make loans of 10*l.*, but now, I understand, since the Stamp Act has been changed, small loans are frequently made by banks at a much lower amount than they used to be.

166. Would they make loans now as low as 3*l.*?—I think not under 10*l.*

167. I suppose it would scarcely do for them to make loans to agricultural labourers with two or three acres of land?—They do it now to some extent on character, on the Scotch system; it is worthy of consideration that the practice is getting into use, and rather interferes with the Loan Funds.

168. If the Loan Funds did not exist, do you think the banks would supply their places so far as accommodation to small shop-keepers and small farmers goes?—No; they would not lend sufficiently small sums; the average of the loans is from 2*l.* 10*s.* to 3*l.*

169. Are you aware whether bankers require the endorsement of the agent or under-agent of the estate whose tenants receive the accommodation of that bank?—I do not know.

170. Were you at the meetings of the Board in 1851 and 1852, at which they expressed an opinion that some Parliamentary or Government inquiry was necessary in consequence of the inadequacy of the present local machinery, and the existing legislative control?—Yes, I was.

171. Will you state the facts which induced the Board to express that opinion?—After my appointment in March 1850, I found there were a vast number of these societies failing, and had for some time previously failed; a great deal of money was lost to depositors. I found that by any means at the disposal of the Board, of a legal kind, it was very hard to control the managers, or to have anything like a uniform system of management. I found, practically, when I endeavoured to get opinions from our law officers as to the liability of managers, the result of the different cases I put to them was to the effect that we had not the power of enforcing the Board's general rules, unless there were a direct violation of the Loan Fund Act, or some other Act of Parliament. I brought this matter before the attention of the Board on various occasions, and this was the result.

172. It was in consequence of those representations made by yourself, after your first year's secretaryship?—It was, to some extent.

173. You say many Loan Funds had failed; have you any list of the number of Loan Funds which have failed since the passing of the Act of 1843?—Yes.

174. Will you be kind enough to put it in?—(*The same was put in.*)

175. How was that information obtained?—In my office as secretary, I drew it up by order of the Board.

176. How did you get the information?—From the records of the office.

177. Mr. *John Abel Smith.*] What does that paper purport to be?—It purports to be an account of all the societies of which we had cognisance which failed.

178. Do you mean became bankrupt and were closed?—Yes.

179. *Chairman.*] In what year did the failure of the first societies which did fail take place?—This is made out from the beginning of the operation of the Act of 1843.

180. Had many failures taken place before you were appointed secretary in 1850?—Yes, a vast number, as the consequence of the famine.

181. Were there any special reports made upon any of those which failed before you became secretary in 1850?—Yes, several.

182. Was there any suggestion made that there should be greater control over them, or more frequent inspection?—At the time I was there, I endeavoured to have greater control over them, and to make more frequent inspections.

183. Were any such suggestions made before 1851, when the Board expressed their opinion that some inquiry was necessary?—I believe the Board did their duty as well as they could to prevent abuses.

184. Were any suggestions made by your predecessor, or by the Board, that more

more frequent inspection was necessary, and that security should be taken from the officers?—Yes; I have seen a great many communications from my predecessors to the inspector; but I think they did not produce much effect.

185. Who was the inspector?—A Mr. Garrett.

186. Is he still inspector?—No, he is not now; I sent him down to inspect a society which I had some suspicion of as not being in a good state, and when I went down I found that he had made a report which I did not think was in accordance with the facts. I went into a new inspection, and I found the society was utterly ruined, and I suspended him on the spot.

187. Were the requisitions of the Act, as to sending an abstract of the accounts every year, complied with?—Not in all cases; in the majority of cases they were.

188. Were they complied with in the cases of those societies which failed?—Generally speaking, they were.

189. In what form were those accounts sent; were they sent in the same form in which they were afterwards transmitted to Parliament?—No; there is a general account, as it is called, sent up every year by each society; the annual account sent by the Board to Parliament is an abstract of those voluminous reports.

190. When those reports were sent by those societies to the Board, did the members of the Board appoint any committee to examine minutely into the accounts?—No; the course is, when a report comes in at the end of the year, that report is examined first of all by the head clerk; he notes any discrepancy he finds in it, or any error; that is brought to the notice of the secretary; the secretary then sends the report to the inspector, and desires him to compare that report with the books of the society; for without comparing it with the books it is a mass of figures with which it is very hard to deal.

191. Was this done every year regularly with each society?—I think so, as far as I know when the societies were inspected; but I complain that they were not sufficiently inspected.

192. What do the members of the Board do when they assemble?—They have all the accounts and papers laid before them, and if there is anything particularly wrong in the accounts, they make a minute, and order the secretary to write.

193. Were many complaints made of things being wrong in the accounts?—Yes, constantly.

194. Do you know if any such were made before 1850 or 1852?—Yes, a vast number; in fact, that is the chief business of the Board.

195. When complaints were made, have not they immediately sent down some inspector to inquire into the whole of the circumstances of the society?—That depended upon the nature of the case and the occupation of the inspector in a great measure; he is expected to do as much as he can.

196. When the Board had reason to suspect that any particular society was not in a solvent state, did they send down an inspector to inquire into the circumstances of the society, and satisfy himself of the facts?—That has been the practice ever since I have been connected with the Board; if I found anything very wrong I went down myself.

197. Had that been done before?—I think the duties of the inspection were terribly neglected.

198. Mr. *French*.] Have not the Board removed more than one inspector for inefficiency?—Yes; the gentleman who succeeded Mr. Garratt was removed.

199. Was the 39th section of the Act generally complied with, that the accounts should be kept in a particular manner, and all books and papers produced on demand; how often were the accounts called for and the books inspected by the inspector?—I have before mentioned, that when I came in I found many societies which had not been inspected for two or three years.

200. Colonel *Dunne*.] Whose fault was that neglect of inspection?—I think it was the fault of the inspector himself to a very great extent.

201. Was there no control over the inspector?—There was; there was the Board.

202. Was not it the fault of the Board in not looking to it; who were the members of the Board?—There were nearly 30 members of the Board.

203. What was the quorum?—Three was a quorum.

204. Who were the members who generally attended; was the attendance optional?—

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optional?—Yes; it was gentlemen who lived in Dublin who principally attended.

205. There were no paid officers?—Not except the secretary, inspector and clerks.

206. Dr. *Brady.*] What was the usual number attending the Board?—Three or four, and latterly it was very difficult to get a Board at all.

207. Colonel *Dunne.*] How is the Board assembled; by summons?—By summons.

208. Dr. *Brady.*] Do you summon the whole of them?—All those who are in Dublin, of whose attendance there is any probability.

209. Colonel *Dunne.*] Has the business of the Board been delayed on account of your want of getting members to attend?—I cannot say it has been delayed; I have experienced great difficulty myself, often having to send pressing notes to the members to endeavour to secure their attendance.

210. Have the inspectors been obliged to send in an annual report, stating what Loan funds they have inspected?—They are expected to send in a report after each visitation they make.

211. There is no general report made annually?—No.

212. When they neglect to make a report of their inspections, what steps are taken by the Board?—The inspector is remonstrated with.

213. If the neglect is repeated is he dismissed by the Board?—In the two instances I had to deal with it went to the extent of dismissal.

214. *Chairman.*] Have you the form of the return in which the accounts are made?—Yes, these are the accounts from Mullingar (*producing the same*).

215. Mr. *John Abel Smith.*] What is your salary?—£. 300 a year.

216. What staff of clerks are you allowed?—Two clerks.

217. At what salaries?—One has 80 *l.* a year and the other 50 *l.*

218. Will you be good enough to describe to the Committee the mode in which you enforce the control upon those Loan Fund Societies, supposing a case of misconduct or complaint, how do you enforce your control over a delinquent Board?—By writing to them, and pointing out the rules which they have entered into; and in the case of any violation of them, threatening them with withdrawing the certificate, and with Gazetting; but very often making threats, which are perfectly vain, and which cannot be carried into effect.

219. Is the withdrawing of their certificate equivalent to stopping them?—Yes.

220. That is within your power, is not it?—No, it is not in all cases; I can you show legal opinions, to the effect that it cannot be done, unless it is for a direct violation of some portion of the Act or some British statute.

221. Virtually, you have no power of enforcing it?—That is the impression upon my mind, that the Board has no sufficient practical control over the societies for the safety of the deposits.

222. Mr. *French.*] Have not the Board frequently exercised that control, by winding-up societies?—Yes; but when you come to deal with managers who have been guilty of great neglect, who have delegated their power to the clerks, and the clerks have abused their office, and become defaulters, unless you can prove that the money has been paid into the hands of the treasurer, and it has been misapplied by him, or he had a positive guilty knowledge of the robbery of the clerk, you cannot bring anything against him unless you bring him into the Court of Chancery.

223. Mr. *John Abel Smith.*] Is there any uniform mode of keeping the accounts?—No; that is one of the greatest evils of the societies.

224. Have you attempted to enforce it?—Perpetually.

225. And you have met with resistance which you have been unable to overcome?—Yes; that is one of the greatest evils of the system.

226. Is there any system of accounts laid down by the Board which you wish to have followed?—Yes; and they have had books drawn out, but they cannot enforce uniformity.

227. You put in a paper, in which you state that the amount lost, up to 1853, was 22,000 *l.*; do not you believe that a very much larger sum has been lost than that?—I do; double that amount.

228. Do not you believe that the present existing condition of the majority of the Loan Fund Boards is unsound?—No; I do not think it is the case with the majority.

229. A large proportion are?—Yes; a large proportion I think are.

230. And those debentures issued by such unsound societies will not be paid?—If

—If the society becomes insolvent, they cannot be paid, and then you have no recourse against the treasurer, unless you can prove some actual breach of trust on his part.

231. Mr. *Kirk*.] Was it usual with the Board to take bonds of fidelity from the parties?—Yes, from the treasurers.

232. *Chairman*.] Are there many treasurers who have not given any bond of fidelity or security?—I think there are not above three or four societies where they have not given security.

233. Had the treasurers in those societies which failed given security?—Yes.

234. Dr. *Brady*.] Were the securities sued?—Yes, in many instances, and the money recovered.

235. Mr. *French*.] Can you state what the amount of money out on debentures is?—Yes, at the end of December last year. The capital to be accounted for on the 31st of December 1854 was 219,725 *l*., but the actual capital that was available for operations was 214,735 *l*. The total amount circulated last year was 870,624 *l*.; at one time the amount in circulation was 1,800,000 *l*.

236. Can you tell the Committee what proportion of that money you consider to be in a dangerous state, from the mismanagement of the local societies?—It would be impossible to speculate on that; I think, at the present moment, they are in a safer state than they have been at any time for the last 10 years.

237. *Chairman*.] If you are quite sure that all the items in this account were correctly stated, there could be very little chance of failure, could there?—If you could depend upon the array of figures there, but I do not think you can.

238. Could not the inspector ascertain whether the array of figures was to be depended on or not?—Yes.

239. If the inspector had satisfied himself that all those figures were to be depended on, there could be very little chance of any failure?—If the inspector had done his duty thoroughly, he might have found out frauds within the year; but in many cases frauds have been going on for six or seven years.

240. Could not the inspector have ascertained all the frauds which have been going on during those six or seven years?—I think if he had done his duty each year he would.

241. There is one item here, "Amount of loans lent in a certain year," would not it be very easy for the Loan Fund Society to put down any amount for that?—Yes; and it would be very hard to find that out, even by the books, if they are falsified by an able man; it would be very hard even for the inspector to find it out; but if he had reason to suspect that something wrong was going on he could easily find it out by stopping in the place till the next receiving day, and comparing the cards of the borrowers with the books, and then if there were frauds he must find them out.

242. I suppose it must have occurred to an inspector, when he thought there was anything wrong about any society, that that was the item in the account which required most to be looked into?—I suppose so.

243. In societies where he did suspect there was a screw loose, do you know if he did wait till the next receiving day, and see the borrowers come in?—No, Mr. Garratt never did anything of the kind; he never summoned the depositors, nor examined their debentures; it was on my discovery of many falsifications and frauds undetected by him that that I got him dismissed.

244. Were any general instructions issued to the inspectors?—Yes, but they were not very extensive before my time.

245. When were such general instructions issued?—It was in 1851, I think; there were instructions but not at all so ample as they are now.

246. Have you a copy of those instructions?—No, but I will write for them, and supply them.

247. Had Mr. Garratt been inspector all along, previously to the time of his suspension?—Yes, from 1844.

248. Have you notes of any proceedings connected with his suspension?—Yes, I have all the papers connected with it.

249. If the inspector had looked over the accounts in the manner which has been described, and had been there on the day of payment, do you think there could have been any practical fear of those societies being in an unsound state?—There might have been frauds always committed within the year, but for two or three years frauds could not have gone on without being detected.

250. If the societies had been inspected every year, and every year the inspector satisfied himself that nothing wrong had taken place during the previous

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year, would not that have been a great guarantee to the public?—It would have prevented an enormous deal of mischief.

251. Would not that have precluded almost the possibility of failure?—It would preclude the possibility of any fraud going on except in the year; there might have been no frauds going on from January to a part of December previous to inspection.

252. If a man were to inspect in December, would not he detect any fraud which had gone on since January?—Yes, but it might be too late; the society might be ruined in the interim.

253. If the accounts of the society were cooked, and he was to do his duty in December, he must detect it, must not he?—I think he must.

254. Ought not his auditing the accounts, and giving his certificate that they were correct, to be a good guarantee that the society was in a solvent state at the time, and that the accounts were to be depended on?—I think it would be.

255. If that were done year after year with every society, it would be a tolerably certain guarantee to the public that nothing had gone wrong previously, and nothing could go wrong except during the current year?—That would have lessened the danger of frauds very greatly.

256. Would not it, humanly speaking, have prevented the possibility of frauds which could not be instantly detected?—I think frauds may always be expected in an institution of that kind, where there are many clerks and so little supervision on the part of the managers.

257. Would not that prevent the possibility of frauds taking place to an extent to risk the solvency of the society?—I think a clerk may ruin a society in a few weeks if there were no supervision on the part of the managers.

258. Would not that preclude the possibility of any continued system of imposition?—It would prevent the possibility of any long-continued fraud.

259. Colonel *Dunne*.] What are the class of men who are generally the managers of those local funds; is there a committee, or in what way are they locally managed?—The way they are generally established is this: some influential gentlemen in the locality make an application to the Board, and state, that they wish to form a Loan Fund; they are generally persons connected with the landed interest, either landlords or agents of landlords, or influential people in the locality. The treasurer is generally associated with two or three trustees; there are generally some of the clergy.

260. Of all denominations?—Generally, either Presbyterian or Established Church clergymen.

261. Roman Catholic clergymen, generally, have not taken part?—Not in above two or three instances; generally speaking, the management of clergymen has been very unfortunate.

262. Dr. *Brady*.] How do you account for the Roman Catholic clergymen not taking an interest in them?—I do not know whether they are forbidden by their superiors or not.

263. Colonel *Dunne*.] You say there is a committee of local management; by whom are the accounts kept, is it by that committee or by the treasurer?—The accounts are kept by the clerk; but a cash account ought to be kept by the treasurer; he ought to have the custody of the notes and of the money; the accounts ought to be kept by the clerks, but he ought to audit the books weekly.

264. Does the treasurer do more than retain the money, or does he enter into the accounts themselves?—Generally speaking, he does not do his duty, but he ought to do much more than retain the money.

265. It would be a very laborious duty, would it, if he did attend to it?—Yes.

266. Is that office gratuitous?—Yes.

267. Who has the supervision and ascertains the solvency of the persons to whom loans are made?—The committee decide upon the applications; there ought also to be one or two attending when the money is given out, and when it is received.

268. Is that the invariable practice?—No, the general practice is the contrary.

269. Who is the person who supervises; is it the clerk or the treasurer?—In many instances it is left in the hands of the clerk.

270. What class of persons are the clerks?—They are generally of the middle class, friends of some of the managers.

271. Is there any guarantee taken from the clerk to ensure his doing his duty?—A bond, and he gives security.

272. Have

272. Have you found that neglected in many instances?—I think not.

273. By whom are the bonds taken?—The bonds are taken by the Board in almost every case; the bonds are to me as secretary.

274. In case of his failure of duty, or misconduct, the bond becomes forfeited; who prosecutes the clerk; in whose name is it done?—In my name, as the secretary.

275. Do those committees assemble, in all cases, regularly?—They do not; they ought to do so.

276. Has the treasurer any peculiar responsibility beyond the actual safe-keeping of the money he receives?—He ought to supervise the management of the society.

277. Is a bond given by him?—Yes.

278. In all instances?—In the generality of instances.

279. But there have been instances in which it has been neglected?—There have been very few instances in which security has not been taken.

280. For the performance of what duty is the security taken?—It says for the due performance of his duties, but it is very badly defined.

281. Would not it be very difficult to recover in a court of law on duties so ill defined, unless you could prove corruption?—Unless you can prove fraud, or connivance at fraud.

282. Would negligence be sufficient to enable you to recover?—I do not think it would.

283. The committee are in no way legally bound to perform their duties, you think?—They are supposed to be by the Board, and we have a code of general rules.

284. Have you no means of enforcing the general rules on the committee?—I think not.

285. Then the only two officers upon whom there is any power of enforcement are, the treasurer and the secretary, when they give bonds?—Yes; if there is fraud or a culpable connivance at fraud on the part of the clerks, the trustees may be proceeded against.

286. In reality there is no sufficient enforcement against any member of these local societies, but the clerks, except in cases of fraud?—It is very hard to establish liabilities.

287. Have you suggested any alteration in the law on that part of the subject?—Yes, I have frequently brought the matter before the Board; it was referred to their law adviser to draw up the amendments which he thought desirable and requisite.

288. Are the treasurers generally country gentlemen or clergymen?—They are, generally speaking, country gentlemen, influential in their localities.

289. Do you find they generally leave the duties to the clerks?—Too much so.

290. Has the consequence of that been a loss to those societies?—Yes; that has been productive of great mischief.

291. Have you ever been aware of the trustees paying any portion of those losses?—I know that a bill has been filed against the trustees in my name in more than one instance where the parties have paid upon a kind of compromise, but there has been no legal decision.

292. They have in some instances paid?—In some instances.

293. Colonel *Dunne*.] In fact, the inquiry as to the solvency of the persons to whom the money is lent must rest a great deal upon the clerk?—Virtually it does, but it ought not.

294. That should rest upon the committee?—That should rest upon the committee above all.

295. Do not you think that upon the knowledge of that solvency depends a great deal of the success of those Loan Funds?—Entirely.

296. Therefore local knowledge is absolutely necessary to the safety of the fund?—Yes.

297. In the year of the last famine, in 1847, did not a great number of the Loan Funds fail?—There was a great number failed.

298. Was not that in consequence of the inability of the peasantry to meet the engagements they had entered into?—Yes, but I think also an advantage was taken of the time by fraudulent clerks, to an enormous extent, who embezzled, and endeavoured to get out of the charge, by laying it to the account of the borrowers.

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299. Have you found many clerks who have embezzled?—Yes.

300. Have you found fraud on the part of the treasurer in many instances?—It is almost always on the part of the clerks.

301. Have you found negligence on the part of the trustees?—Very often.

302. But not in general, fraud?—No, by no means.

303. Mr. *French.*] In several instances have not both borrowers and sureties been stated to have emigrated?—Yes, when I have inquired about them, I found where clerks had been robbing largely, it was said that the borrowers were in three or four categories; one was among the dead; another among the absent in America; another in the poor-house; very often the money was never in the hands of the borrowers at all, but in the pockets of the clerks.

304. Have not the alterations which have been proposed in the present law relating to Loan Fund Societies, been put into the form of a Bill, and approved of by the Loan Fund Board?—Yes, after very extensive inquiry.

305. Have you a copy of that Bill?—I have (*producing the same*).

306. Is it your opinion, that the provisions contained in that Bill are sufficient to do away with most of the evils which you think the system, as at present administered, has to encounter?—Before I answer that question, I will, with the permission of the Committee, make a single observation: there are two sources of evil in connexion with Loan Funds; those connected with the control of the Board, and those connected with the management of the local trustees. With respect to the Board, there is the evil of a fluctuating body of Commissioners; you may have a certain number of gentlemen who are members of the Board attending one day, who will be perfectly conversant with the matter in hand, and you may not have any of those gentlemen attending at the next Board, or you may have persons who would be perfectly informed upon one part of the subject, but wholly uninformed upon the other; those gentlemen give their gratuitous services; and there are evils arising from expecting long-continued services without any emolument. With respect to the managers, you have the evils arising from gentlemen giving their names to these institutions without giving their services. The poor depositors, having great confidence in the gentlemen of the locality, believe, when they see their names down as trustees, that those gentlemen are virtually giving their services; and when they see the name of the secretary of the Loan Fund Board at Dublin Castle affixed to the debentures, they think they have got Government security for their money; whereas they have, in fact, neither supervision from the gentlemen, nor have they any security from the Government; so that there are those two evils; but whether they will be relieved from them by the proposed amendment or not, I am not perfectly satisfied. The evils will be mitigated to a great extent, but whether they will be wholly overcome or not is another question.

307. Dr. *Brady.*] It is your opinion that they should be overcome?—It is; I think the institution ought to be abolished, rather than be allowed to go on in its present form.

308. *Chairman.*] You would have the officers made responsible, and you think it advisable that those officers should be remunerated for their services?—Yes; I think the local managers ought to be remunerated, and appointed by the Board.

309. And responsible to the Board?—Yes.

310. Colonel *Dunne.*] How would you propose to remunerate them; out of what funds?—I think it might be very well done out of their present resources, or by a little addition to them. The penny charge on the note produces an enormous revenue.

311. And you think there are sufficient funds in the establishments themselves, without calling upon the country to advance money to promote this reform, which you think necessary?—Yes.

312. Mr. *French.*] What is the amount of funds now received?—Last year there was about 1,000 *l.*

313. What amount of money do you think it would require to establish a paid and responsible system?—I think the persons that should be paid should be the treasurer and the clerks of the local societies.

314. *Chairman.*] The clerks are paid now, are not they?—Yes, the treasurer is the only additional officer who would be paid.

315. Mr. *French.*] Would you have a paid member of the General Dublin Board, whose duty it should be to attend all the meetings and give up his time to the

the proper carrying out of the system?—I think the machinery would be better worked by a paid Commission than an unpaid one.

316. Colonel *Dunne.*] Do you think it would be possible to connect the management of those loan funds with the management of the poor by the Boards of guardians?—No; but it would be very possible, I think, to connect it with the management of savings banks.

317. By whom are the local savings banks now managed?—By private individuals in the different localities.

318. Are not they under somewhat the same management as Loan Fund Societies?—There is a barrister appointed by the Government, who is a sort of inspector, he goes round and inspects the establishments.

319. Do you think a Bill embracing the two subjects could be framed?—Yes, and I think it would be a great advantage.

320. *Chairman.*] Not long ago a new Bill was brought in respecting savings banks, was not there?—Yes, but that Bill was withdrawn, I think.

321. Colonel *Dunne.*] Would it not involve too much work for a gentleman to act both as treasurer to a Local Loan Fund and to a savings bank?—Yes, I think they must be kept distinct; the forms of the book-keeping would be quite different, and there would be the danger of confusion in the accounts.

322. Of course, the amount of the labour would very much depend upon the locality?—Yes, of course it would.

323. Dr. *Brady.*] Are there any fees at present charged to the borrowers for the inquiry made by the society into the responsibility of the securities?—There ought not to be.

324. Is there such a charge?—I never heard that there was.

325. Are there any fees paid for drawing up the bond?—There is a penny charged on it, a penny for the application paper and a penny for the card.

326. To your knowledge there is no further expense on borrowing the money than those you have mentioned?—No, there ought not to be; and I am not aware that there is in well managed societies.

327. *Chairman.*] You were speaking just now of the draft of a new Bill for the amendment of Loan Fund Societies; that draft does not contain any suggestions as to requiring securities from the Treasurer or the Inspector, does it?—No, it does not; I do not think anything further is required upon that point; the Board has sufficient power, and it exercises it in every instance of requiring security from the Treasurer.

328. Does the Board actually take such security?—I do not think there are above three or four instances in which there are not such securities.

329. May the Board insist upon security from the trustees?—No.

330. If security might be required from the trustees, do not you think that would enforce much greater attention upon their part?—If they joined with the treasurer in giving a bond, I think it would be better; if the views of Mr. Hutton were carried out, those bonds of the treasurers might be sued on, because the Board would have the power of enforcing the regulations, and then we could establish breaches of the bond, which we cannot now.

331. How many inspectors have you?—Only one.

332. Do you think one inspector is sufficient for the discharge of all the duties of inspection which ought to be discharged?—There is a new regulation now, that wherever there occurs any sudden emergency I go down myself without calling away the inspector from his ordinary routine duties.

333. Who is the present inspector?—He was formerly a clerk in my office, Mr. O'Gorman; he succeeded Mr. Kelly.

334. Was Mr. Kelly dismissed?—Yes.

335. For what?—I complained of his neglect of duty, and he was dismissed, upon that complaint.

336. Have you any Report made thereon?—I have the Report of Mr. Major, Queen's counsel, who was appointed by the Government to enter into a judicial inquiry into the charges I brought against him. Mr. Major reported to the Government, and upon that report he was dismissed.

337. Will you be kind enough to hand in that Report?—(*The same was delivered in.*)

338. Colonel *Dunne.*] When the Reproductive Loan Fund was closed, what was the amount of the funds?—I take my account of it from a Parliamentary Paper. It is a statement of the fund appropriated by the Relief Committee of

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1822, to the trustees of several counties in Ireland, specifying the sums repaid by them to the Irish Reproductive Loan Fund Institutions. The total amount that was repaid out of 55,185 *l.* was 22,096 *l.* 17 *s.* 10 *d.* I think, however, that monies have been recovered since.

339. Can you state what was done with that money?—The whole of that money was vested in the Government in the year 1848, by an Act which was then brought in and passed.

340. The whole of the recoverable money was made over to the State?—Yes, it was vested in the Government. The date of that Act was the 4th of September 1848; the money, by that Act, was to be at the disposal of the Lord Lieutenant, for such useful purposes as he might think proper to apply it to, with the sanction of the Treasury.

341. Are you aware of any account which has been given to Parliament how that has been subsequently applied?—I believe no account has been rendered, The words of the Act were, "that all monies of this institution recovered, or which may be recovered hereafter, shall be applied to such charitable purposes or objects of public utility not provided for by rates or assessment, including instruction in agricultural science, and the promotion of it in the several counties to which advances have been made by the London Reproductive Society."

342. *Chairman.*] Have many failures taken place since 1851 and 1852?—A great many took place in 1851 and 1852; there were fewer in 1853; very few took place in 1854; fewer than any year since the famine.

343. Do you ascribe the failure in the earlier years to the disasters caused by the famine?—I ascribe the diminution in the number of failures to the better control which there has been in the last two years.

344. Colonel *Dunne.*] Do you think it possible that by an improvement, such as has been suggested, these institutions might be rendered useful?—Yes. I think if this Amendment Bill were passed these institutions would be on a better footing than they have ever yet been, and would be most useful to the country; it is only in the event of its failure that I think it would be better to abolish the institution altogether, either to connect it with savings banks or to have a body of paid local managers in the country connected with a paid Commission in Dublin.

345. *Chairman.*] If the Loan Funds were incorporated with savings banks, would not it endanger the confidence which many persons have in savings banks now?—I think the funds should be kept distinct, but there should be some central management in Dublin, over both.

346. Has a large portion of the surplus profits of the Loan Fund Societies, lately been devoted to charitable purposes?—Yes; that has been one of the great difficulties we have had to deal with; it is productive of very great evil.

347. Do you think that it has led to considerable jobbing?—I think a great deal of jobbery has been connected with it.

348. In many of the societies which have failed, had a large sum previously been appropriated to charitable purposes?—Yes, very large; I drew up a statement of the whole of the grants which have been made for all purposes since 1843, and I drew up another schedule of all the grants which have been made for objects connected with building purposes.

349. Dr. *Brady.*] Were those charitable building purposes?—The words of the Act are, "either charitable or useful;" that opens a very wide field.

350. Colonel *Dunne.*] How do the profits which are so appropriated arise?—The surplus profits of the Loan Funds are derived from the successful operations of the year; they are applicable after the application of one-tenth towards forming a rest for the safety of the depositors, towards charitable or useful purposes in the locality of each of the societies.

351. Those surplus profits remain in the hands of the treasurer of each local society?—They are applicable to a specific purpose, for which he ought to ask the sanction of the Board.

352. Have they been laid out under the sanction of the Board in all instances?—Since 1843.

353. Are they of considerable amount?—Yes, there has been a good deal.

354. Have you a statement of the application of those funds?—I have, in every case, and a report of mine, which was made to the Government on the subject.—(*The same were delivered in.*)

Jovis, 3° die Maii, 1855.

MEMBERS PRESENT:

Mr. Urquhart.	Colonel Dunne.
Mr. French.	Dr. Brady.
Mr. Kirk.	

POLLARD URQUHART, Esq., IN THE CHAIR.

Richard Robert Madden, Esq., further Examined.

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355. Mr. *French.*] IN your opinion, does the system at present in force secure the successful operation of the Loan Fund Act?—I do not think it does.

356. Is the management of the Loan Funds generally throughout the country, in your opinion, either successful or satisfactory?—I do not think it is in general satisfactory.

357. Are the Loan Funds solvent, or are they so worked as to defray the expenses of management and pay the depositors interest?—In general they are so worked as to defray the depositors interest.

358. Colonel *Dunne.*] The Committee understood you to say, on the last day, that there was a surplus which would pay the inspectors; am I to understand that it is out of the successful working of some of those Loan Funds that you propose to pay any additional inspectors you think requisite?—Yes, I can state what was the amount of the surplus last year; last year, 1854, there was actually expended for charitable purposes 1,405 *l.* 10 *s.*

359. What do you understand by charitable purposes?—For the relief of and in aid of the sick poor, for useful purposes, such as providing water in towns for the use of the poor.

360. By whose authority was it disbursed?—It is disbursed by the Local Societies, subject to the sanction of the Board.

361. You would propose that that disposition should cease, and that it should be applied to the payment of officers for the better working of the system?—Yes.

362. *Chairman.*] In all cases was that money expended subject to the sanction of the Board?—Yes; it is presumed to be all spent subject to the sanction of the Board.

363. Was it all spent with the sanction of the Board, or have you known instances of money being spent in local purposes, without the sanction of the Board?—Not at present; that was formerly the case.

364. When was the sanction of the Board made requisite?—In 1843 think there have been some instances of abuses, where the managers have applied money without the sanction of the Board.

365. Colonel *Dunne.*] Since the sanction of the Board has been made requisite, you think it has been the practice to obtain it?—Yes.

366. Do you think that the sum of 1,405 *l.* would be the ordinary average surplus which might be calculated upon for the purpose of carrying out the law?—I think that if the societies were well managed, and we had proper control, less than that would be the average.

367. Mr. *French.*] Was the clock tower at Tyrrell's Pass built with the sanction of the Board?—No; the parties had not the sanction of the Board for that expenditure, or for a great deal of expenditure which was made there.

368. Do you consider that the trustees and honorary managers of those societies exercise supervision sufficient to protect borrowers from extortion, excessive fines, stoppages, note renewals, gratuities, pecuniary obligations to securities, compulsory dealing with shopkeepers?—I do not think they do.

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369. Generally speaking, do you consider the abuses of the system counterbalance its advantages?—I find it very hard to answer that question by a monosyllable.

370. Do you consider that the evils complained of are so inherent in the system, that they cannot be remedied by any additional legislation?—I think they can be remedied by additional legislation.

371. Will you be good enough to state what alterations in legislation you consider desirable to effect that purpose?—The alterations which the Board thinks desirable, and which their legal advisers think requisite, are embodied in a legal opinion and certain suggestions which I have here.

372. Colonel *Dunne.*] Will you point out the principal defects in the present law, and the enactments which you propose, in order to remedy those defects?—The draft of the Bill for the amendment of the present Loan Fund Act is in my hand. The main amendments of the present law are the following: to enable the Board to enforce their general rules; to enable them to deal more successfully with gazetted or bankrupt funds. If we had those powers I think the Act would be sufficient.

373. Does the power you propose for dealing with bankrupt funds apply retrospectively, or to funds which may become bankrupt in future?—To funds which may become insolvent in future.

374. Do not you anticipate that there would be any use in a retrospective enactment?—No.

375. *Chairman.*] Would you not make it incumbent upon the Board to be more careful about exacting securities from officers?—I think the Board has sufficient power already; but they would be able, if the law was altered, to sue upon the bonds of the treasurers, which they cannot do now, by specifying breaches of their rules.

376. You said on the last day that the Board generally does enforce security from the treasurer, but that it did not do so before 1851 or 1852?—It is always done now, and generally since 1843; I think there were not above four or five cases where they did not.

377. In the cases of those societies which have become bankrupt, did not it turn out that no security had been exacted?—No, not generally; in some societies it did so, and in those societies the managers had not asked that security should be given.

378. In any new Act which may be passed, do not you think it should be rendered incumbent upon the Board to exact securities?—I think the words should be changed, and that it should be stated that the Board "must" in every instance require security instead of "may" require it.

379. Mr. *Kirk.*] Are not the Loan Funds, throughout the country districts, banks of deposit?—Yes.

380. Where a depositor invests money in one of them, what security has he for its repayment?—He gets a debenture; that debenture is signed by the treasurer; it is countersigned by myself as secretary, and there is the security of the bond which the treasurer is supposed to give to the Central Board; but then the terms are so loose, that I think the depositor is not sufficiently secured.

381. In fact there is no security whatever but the good faith of the society?—The good faith of the society, and the confidence depositors have in the managers.

382. I speak of his legal remedy?—I think it is not sufficient.

383. In fact, he has no legal remedy, has he?—To a certain extent he has; in the case of fraud he has a legal remedy.

384. Supposing a Loan Fund receives deposits to the extent of 500 *l.*, and lends to the extent of 1,500 *l.*, and the borrowers leave the country, or become insolvent, and 1,000 *l.* of the 1,500 *l.* thus lent is lost, which I believe is not an uncommon case, by whom and from what fund, are the depositors to be repaid?—There is no fund to repay them if the borrowers have gone away and taken that money with them.

385. The practical effect of the whole, therefore is this, that the depositor is dependent upon the good faith of the borrowers for the repayment of the money he deposits?—Yes, I think he is, mainly; he has also the two sureties of the borrower to the note to look to.

386. Dr. *Brady.*] Did not you say that the treasurers were not at the present time accountable, that is to say, they cannot be made accountable, except by a process

process in Chancery?—I think it is very difficult to institute proceedings against them, except by filing a bill in Chancery, to make them account as trustees.

387. Under those circumstances, would not it be necessary that some great alteration should take place to facilitate proceedings against any treasurer who might be a defaulter?—That alteration is contemplated in the proposed Bill.

388. You said, unless fraud was proved, and the treasurer had some knowledge of the fraud being perpetrated, he was not accountable for the acts of those whom he appointed under him as clerks?—That is found to be practically the case; when I apply to the Board's lawyers for their opinion, as to whether it would be possible to take proceedings or not, generally I am told it would be useless to take proceedings, unless we can prove they have embezzled money, or been cognisant of the clerks doing so.

389. Is that also provided for in the suggestions you have laid upon the table?—I think it is.

390. Mr. *Kirk.*] Referring to your answer to the last question, which I addressed to you, will you be kind enough to inform us, whether there is any provision in this proposed Bill, by which the safety of the depositors will be insured?—I think there is a very material one.

391. What is that?—By enabling the Board to enforce their general rules.

392. Is the simple bond of the treasurer, the only security the Board has?—The only one.

393. Is there no provision in the Bill for requiring additional security in the form of sureties, as well as the simple bond of the treasurer?—The bond contains the security of the treasurer and two sureties.

394. Dr. *Brady.*] They are sureties for him?—Yes, there are two persons joined; it is a joint bond.

395. Mr. *Kirk.*] Of what amount, generally speaking, are those bonds required to be?—The amounts vary considerably in different societies; the managers generally propose the amount of security, the Board determine it; if, for instance, there was to be a capital of 1,000 *l.*, I think the Board would require between 500 *l.* and 600 *l.* security, not for the full amount.

396. The practical working of the system is, that about half the capital of the bank is required to be secured by those bonds?—I think that is about the average.

397. Colonel *Dunne.*] Are not there two distinct classes of Loan Funds, those which are called reproductive, which are founded upon the money advanced from the central society in London, and those which are made up by subscription?—Yes.

398. Does your evidence apply to both or to either especially?—My evidence applies only to Loan Funds under the Central Board in Dublin; those called Reproductive Societies have long ceased to exist.

399. Mr. *Kirk.*] What rate of interest is paid on deposits?—It varies from 4 to 6 per cent.

400. Those Loan Fund Societies, therefore, compete with the savings banks for deposits?—They give a great deal more than the savings banks give.

401. And, in fact, compete with them by giving a larger interest than the savings banks do?—Yes, they give a much larger interest.

402. Is the amount of deposits increasing or decreasing in those Loan Fund Societies?—It has decreased to about one-third what it was five or six years ago.

403. Have you any idea why it has decreased?—After the famine, there was a very material decrease; the circulation decreased from 1,870,337 *l.* in 1845 to something like 870,024 *l.* in 1854.

404. Colonel *Dunne.*] Has there been no increase of late years?—There has been a gradual increase for the last three or four years.

405. Are the treasurers generally paid?—Not now.

406. They have no pecuniary advantage?—None whatever.

407. If you were to put a very stringent liability upon them, therefore, would not you find it difficult to obtain men gratuitously to undertake the office of treasurer?—That is one of the difficulties of this very anomalous institution; if you put very stringent regulations upon gentlemen who give their services simply from benevolent motives, I think it would be very difficult to obtain managers.

408. *Chairman.*] Stringent regulations have been put upon the managers of

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savings banks, and it has not been found difficult to get persons to manage them?—There is less trouble and less responsibility in the management of savings banks.

409. Colonel *Dunne.*] Is it part of your proposition that the treasurers should receive any pecuniary advantage from acting in that office?—I think, before the institutions should be allowed to be abolished, it would be desirable to have recourse to the system of uniting them with savings banks, or of having paid managers, with a paid commission in Dublin.

410. Theoretically, by the present law the requirements as to securities from the treasurers are very stringent if enforced, are not they?—If we had the power of enforcing them.

411. All which is wanting now to make the law complete is the enforcement of what is theoretically the law?—I consider we have not practically the power of making the treasurers do their duty.

412. *Chairman.*] You said, just now, that one of the things contemplated in the new Act was that the societies should be made more amenable to the Central Board. Do you issue orders to different societies, in the shape of circulars, or otherwise?—Constantly; and with very little effect.

413. Have you any copies of the circulars so issued?—I have—(*producing the same.*)

414. Do you think, at present, the central staff is sufficient to control the working of those institutions properly?—I think another inspector would be very desirable; we have only one now.

415. Do not you think it utterly impossible for one inspector to do all the duties which are required of him?—The duties would be better done if there were two, certainly.

416. Do you think two would be sufficient?—I think so.

417. Dr. *Brady.*] Do you think, if the law were changed, the inspectors would have a larger amount of business to transact?—I am not sure that they would; I think many of the societies are worked by gentlemen who might cease to be connected with them if the law were changed, and they had not the power of making appropriations of money for charitable purposes.

418. Mr. *Kirk.*] The Committee, then, are to infer, that gentlemen desire to have the management of a Loan Fund, in order that from the profits upon the loans they may have something to expend for charitable uses in their neighbourhood?—They receive no emoluments for their services, and I think if they had not the satisfaction, at the end of the year, of making some appropriation to charities which they may take an interest in in their localities, in many cases they would not work the societies.

419. Is it part of the system that there is a reserved fund; a species of rest, to cover bad debts?—Yes; they must lay by one-tenth part of the surplus profits each year for that purpose.

420. Then, how does it happen that societies become bankrupt?—That tenth part does not form a sufficient rest.

421. Do you propose, by your new rules, to increase the amount of the rest?—No; because I think, if the Board had the power of enforcing the rules, frauds could not take place.

422. *Chairman.*] You think, probably, that very often when profits were appropriated under the supposition of there being surplus profits, there were in reality no surplus profits?—I think they were only apparent profits.

423. Mr. *French.*] The capital of the society being out, was taken credit for as if it was capital in hand?—Exactly.

424. Which the circumstances in the various cases did not justify being done?—Certainly not.

425. *Chairman.*] Have you any other alteration which you would suggest in the staff, besides appointing an additional inspector?—No, I think not.

426. Do you think from your experience, a Board of unpaid commissioners are likely to pay sufficient attention to the subject to ensure its efficient working?—I think a Board of unpaid commissioners is a bad form of government for any institution.

427. Would you suggest paying any of them?—I think if one was paid, they should all be paid; as many as there were.

428. Colonel *Dunne.*] What would you substitute for the present Board?—I suppose two or three commissioners would be required.

429. And you would suggest there being paid?—Certainly.

430. Mr. *French.*] Could not you avail yourself of the services of some of the paid officers, such as the secretary, and the under-secretary, who at present, as you are aware, are two members of the Poor Law Board without any payment?—Yes; I think one of the commissioners might be the Secretary of the Board also.

431. Colonel *Dunne.*] And one commissioner, you think, would be sufficient in that case?—Generally speaking, an odd number is preferable.

432. *Chairman.*] You said just now that you had some difficulty in actually enforcing bonds against treasurers and others; have you any law agents connected with the Board?—We have a solicitor, and we have also a Queen's Counsel, who is the legal adviser.

433. When were they appointed?—I think from the earliest formation of the Board.

434. Do you think they are efficient?—I think they are exceedingly efficient.

435. Mr. *French.*] I believe Mr. Hutton is a man of very high professional reputation?—He is a man of high standing as Queen's Counsel; the solicitor is a very efficient man, Mr. Stapleton.

436. Dr. *Brady.*] Are not you surprised that they have never pressed upon the Board the necessity of altering the law, seeing it to be so imperfect?—Every year since I have been connected with the Board there has been a paragraph in the Report of the Board, stating that some Parliamentary or other inquiry seemed to be requisite, into the system.

437. When you were examined last, you said the Act was rather vague with respect to the appropriation of surplus funds, inasmuch as it used the words "either charitable or useful purposes;" to your knowledge has such surplus been applied to any purpose other than those which it was originally intended to be applied to?—The surplus funds have been applied to purposes which have failed to be productive of any good, either charitable or useful, and the money has been eventually lost to the funds; especially it has been applied mischievously to building purposes.

438. Mr. *Kirk.*] Is not it a fact that the Portadown Loan Fund Society built a fever hospital with what was supposed to be surplus profits?—It did, and I directed it to be sold for the benefit of the depositors; but I found there was great difficulty, they had no proper lease; the manager was the agent for the Duke of Manchester, and he expended a vast sum of money upon this building, and he got no adequate title from the Duke of Manchester.

439. Have you the means of informing the Committee how much money was laid out upon that building?—It is stated in one of the papers I have handed in; several hundred pounds.

440. As much as seven or eight hundred pounds?—Yes, about that.

441. What did it sell for?—We have not yet had the return; it will probably not fetch one-third of that amount.

442. *Chairman.*] Are all the other instances of misappropriation of funds included in the returns?—Yes.

443. There is a secretary, and a sub-secretary, and an inspector, and the law officers to the Central Board; what does the expense of that establishment amount to?—There is one secretary, and one inspector, and two clerks.

444. Have not you law officers also?—They are paid out of the funds of the Board.

445. Whence do those funds proceed?—From the sale of notes at 1 *d.* each, and debentures at 1 *s.*

446. Is that now found sufficient?—Yes.

447. Is there any surplus?—The Board has 4,000 *l.* funded.

448. What has been done with it?—It is invested in Government securities.

449. Dr. *Brady.*] What is the salary of the solicitor?—He has no salary, he charges for the business done; the barrister is paid by fees.

450. *Chairman.*] Has there been any sort of correspondence with the Government about the 4,000 *l.* which has been invested in Government securities?—Not that I am aware of.

451. In whose name is it invested?—It is invested in the names of trustees, the Commissioners of the Board.

452. What is suggested or proposed to be done with it?—I do not know what they mean to do with it; it was funded long before my connexion with the

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Board, and it was invested in the names of three trustees, one of them was the Governor of the Bank of Ireland.

453. Have there been any surplus profits since then?—There is generally a floating balance of 400 *l.* or 500 *l.* at the end of each year, in the bank.

454. Is that floating balance increasing?—It is not.

455. You have stated that there are two sorts of capital; one sort given by debenture holders for which they get interest, and the other, money which is given by benevolent individuals, which may be called free capital?—Yes.

456. Is a large proportion of the capital, free capital?—No, a very small proportion.

457. Have you any idea of what that amounts to?—No, it forms a very small portion of the whole.

458. Did not it amount to a very considerable sum at one time?—I do not think it was a very large sum.

459. Did it not amount to between 40,000 *l.* and 50,000 *l.* at one time?—I do not think free capital derived from donations or bequests amounted to anything of the kind.

460. Have you any account of the free capital?—It could be made out from the returns; my own impression is that the whole of the free capital, composed of donations and bequests, never much exceeded 8,000 *l.*

461. Mr. *French.*] Do you include in the free capital any portion of the money which originally proceeded from the Reproductive Society?—No, we never derived any; I speak of money bequeathed or given.

462. *Chairman.*] Was any of the so-called free capital in the possession of those Loan Fund Societies which failed?—Yes.

463. A large proportion of it?—Yes, a good deal of it has been lost.

464. That accounts for the diminution of it in some instances?—I do not think it was ever originally equal to the amount of the other.

465. You told the Committee that some of the societies were in the habit of imposing illegal fines; if no fines were imposed at all, except those necessary to prevent fraud or neglect, do you think the present rate of interest is too high?—I do not think you could work the Loan Funds at a lower rate of interest than the present; I think the present income of the Loan Funds generally is derived from illegitimate sources.

466. You probably do not think the legal charges are too high, supposing no others were made?—I think they would not be too high.

467. If the rate of interest were too high, would not competition with the banks very soon knock up the business of the Loan Funds which had charged too high a rate of interest?—Banks would never lend small sums as low as 2 *l.*, or 3 *l.*, or 5 *l.*

468. You stated that they do lend sums as low as 10 *l.*?—Yes, but they would charge still higher rates.

469. If the Loan Funds charged too high a rate of interest, would not the banks very soon destroy their business for all loans exceeding 10 *l.*?—Yes; but parties require to be well known, and to have good security, to obtain that accommodation from the banks.

470. Would it be possible in any way to connect these Loan Fund Societies with the banks?—I do not think it would; there is a good deal of jealousy between the Loan Funds and the banks.

471. Would there be that jealousy if they were connected with the banks?—I do not see how it would be possible to connect them.

472. Could not the bankers advance part of their own capital to carry on the Loan Funds with?—Then it must be done entirely as a private speculation, and not as connected with any Act of Parliament.

473. Colonel *Dunne.*] Have you ever succeeded in any proceedings against treasurers?—Yes; but generally by a compromise at the end, before a legal decision was come to.

474. Mr. *French.*] When the London Relief Committee sent 40,000 *l.* to Ireland, did not they send the sum of 16,000 *l.* to the society for bettering the condition of the poor, with power to use the interest of the money, but not to touch the principal?—I have a report here from the society for bettering the condition of the poor in Ireland in 1826, and I find in that report the society deals with the interest of a capital of 16,300 *l.*, which was placed in their hands for the purpose of bettering the condition of the poor in Ireland by the Relief Committee in London; that Report I hand in (*delivering in the same*).

475. Are

475. Are you aware whether that sum of money is standing still in the funds for the purposes to which it was originally devoted?—I can state nothing of my own knowledge; but I have reason to believe that a considerable portion of it has been lost. *R. R. Madden, Esq.* 3 May 1855.

476. Through mismanagement?—Through misapplication.

477. I presume there are some parties from whom the Committee could obtain information upon that subject?—There are several trustees, and there is an actuary.

478. Will you state the names of any of the trustees, or the name of the actuary?—Lord Talbot de Malahaide is at present a trustee, Mr. John Lentaigne and Mr. Thomas Hutton are now trustees also.

479. Does that society make annual reports at present?—They have ceased making them regularly; and I was informed that one of the trustees also had insisted upon a report being made on a certain day, and then it turned out that there was a very large deficiency, and the actuary left the country.

480. Is that some time ago?—About a year ago.

481. *Chairman.*] The clerks and other officers of the local societies are paid out of the fines and the charges upon the promissory notes, are not they?—The clerks are; they are the only paid officers.

482. Do not you think that they may have an impression that the more they can get out of the fines the higher their salaries will be?—Yes, and they work them with that view in very many cases.

483. Also, perhaps, the managers may have in view the idea that the more they can get, the more they will have to spend in charity?—I am afraid that notion may prevail in badly managed societies.

484. You think they may have been worked with that view?—In some cases.

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485. Mr. *French.*] YOU have been a member of the Loan Fund Board, have not you?—I have; I was appointed a member on the 21st of January 1850, and I resigned on the 28th of January 1854. Sir *John Kingsmill.*

486. *Chairman.*] What was the cause of your resignation?—Perhaps the shortest way of explaining the cause of my resignation will be for me to read the letter which I wrote to the Chief Secretary; it was written on the 28th of January 1854: "I request the favour of you to lay before the Lord Lieutenant my resignation as one of the Commissioners of the Loan Fund Board, and to acquaint his Excellency, that in coming to the determination of retiring from any further participation in the management of the institution, I have been entirely governed by public considerations, arising out of the inefficient and powerless nature of the law by which it is regulated, and the consequent unsatisfactory state of its affairs. Since my appointment in January 1850, I have attended nearly every meeting of the Board, and with scarcely an exception, the proceedings at each sitting have exhibited difficulties of one kind or another arising from the defects and anomalous nature of the Act of Parliament. In the annual reports of 1851 and 1852, presented through the Lord Lieutenant to Parliament, the Board expressed their opinion, 'that some inquiry, Parliamentary or governmental, is urgently required into the adequacy of the present machinery of local management, and of the existing legislative control over the institution, for the due protection of the savings of the industrious poor invested in Loan Funds in this country.' The greater experience of the past year so strongly confirmed that opinion in my mind, and so forcibly demonstrated, that the continued postponement of such an inquiry is productive of pernicious consequences, that I am led to the conclusion that I can no longer devote my services to the institution with any advantage to its interests, or discharge my duty with any satisfaction to myself, as a man of practical habits of business, desirous to fulfil efficiently and effectively the responsibilities imposed upon him by the acceptance of such an honorary appointment." I went on further to say, "It is in the nature of all charitable institutions to run into abuse. Loan Fund Societies, which partake largely of that character, as well as one of a commercial description, have not been found an exception; it is, therefore, a sacred duty to arrest and amend those abuses, which time and experience prove to be prejudicial to the particular end proposed by the founders of these institutions, and to sustain them with such amendments as shall secure that object." I then offered my services to

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the Government in any way for the purpose of amending the law, and immediately after my resignation, I drew up a statement of what appeared to me to be necessary, in a practical point of view, for the purpose of amending and improving the law, and remedying some of its defects. The draft of that statement I have here, and, as it contains suggestions for the amendment of almost every clause in the Act of Parliament, I think it might be satisfactory to the Committee hereafter, when they come to consider what amendments they propose, if I were to hand it in as part of my evidence.—(*The same was delivered in.*)

487. Have you any connexion with any local fund societies?—Yes; that was the origin of my belonging to the Central Board: it was a fund which exists in my own immediate neighbourhood, at Lucan.

488. Are you still connected with it?—I am still connected with it in this way: the clerk of that Loan Fund absconded; an application was made to me, as a magistrate, for the purpose of taking some proceedings to overtake the man, if I could; in consequence of that circumstance, and of the part which I took, an application was made to me by all the depositors to see if it were possible to wind up the society in any way, so as to secure them their money. I immediately took a great interest in the matter; I applied my mind in the first place to the consideration of the Acts of Parliament, to see how the difficulty could be got over; and I think the accounts of that Lucan fund perhaps exhibit almost a complete picture of the way in which these funds have been mismanaged. I have here a memorandum, which I made at the time, of how the accounts stood: there was a capital, supposed to be to the amount of 1,520 *l.*, belonging to depositors, and all that capital was lost. I immediately made an application to the Central Board for their inspector to come down, because it appeared to me that the defalcation and misconduct of the clerk might all have been prevented if there had been that due inspection on the part of the Central Board, which there ought to have been; it appeared to me, that the whole mischief had arisen from the want of that due inspection which ought to have been observed.

489. Mr. *French.*] Do you mean to say that the entire 1,500 *l.*, which constituted that fund, was lost?—It was just 1,560 *l.*; and the way in which the capital was endeavoured to be accounted for was as follows: debts outstanding on the books from borrowers, 878 *l.*, and there was a balance in the hands of the treasurer of 106 *l.*; that, together, made 985 *l.*, so that there was an actual defalcation against the clerk, money which he undoubtedly had made use of, of 545 *l.*; of that 878 *l.* of debts, when we came to institute proceedings, I think not more than half was recovered to that society; they lost, in fact, 1,000 *l.* in round numbers. I went into a particular account of the affairs, and I found that the society commenced its operations in 1841, and up to the 31st of December 1849, which was the day the clerk absconded, the loans issued had amounted to 50,867 *l.*, and the instalments received had been 49,370 *l.*; bad debts struck off, leaving an apparent deficiency on the books of 1,497 *l.*

490. How often was that society inspected during those years?—Very seldom; I cannot tell how often; I had no connexion with it till the defalcation took place.

491. *Chairman.*] What was the last inspection that had taken place, previously to the defalcation?—I do not think there had been any inspection for two or three years before.

492. Do you know what report the inspector had made at the time of the last inspection?—My impression is, that the report of the inspector was that things were satisfactory, because upon the face of the books it appeared to be all right enough. When the matter was wound up, the first thing that was done was to see how much we could make out of this 878 *l.* as being in the hands of the borrowers; as a magistrate I then interfered, and I think I signed between 500 and 600 summonses, and there were a great many of the parties before me. When they appeared, it turned out that a great many of them produced books to show that they had actually paid money to the clerk, but the clerk had never accounted for it in his books; he had allowed them to remain upon the face of the books as debtors, when he had received a good deal of the money.

493. Did that arise from fraud or from neglect?—Decidedly from fraud; the man went off to America, and has never been heard of since.

494. Mr. *French.*] Had the clerk given any security upon his appointment?—He had given a security, but in consequence of the imperfect way in which the security

security had been taken, a joint bond having been taken for 50 *l.*, instead of a several bond, the entire amount which could be recovered on that bond, was only 50 *l.*; in consequence of our having discovered that defect, some part of his family came forward and paid that 50 *l.* upon the bond, to avoid any litigation. That was all that was obtained from the clerk out of the money he had abstracted. In connexion with that, I should state that the very first thing I did when I became a member of the Central Board, was to ask Mr. Peisse what the amount was, of the bonds which had been given by clerks and treasurers; he produced to me a book, but I said it was a subject I should take up immediately, and I should desire to see all the bonds which had been given from all the societies to see how the securities stood. Mr. Peisse asked me to postpone that investigation till another meeting, and before another meeting had arrived, Mr. Peisse had resigned.

495. Mr. Peisse was appointed to a situation in Australia, was not he?—He was, and then he left; as soon as Dr. Madden had got into his office I talked with him on the matter, and we got an order put upon the books, and Dr. Madden very properly executed that order, and assisted me in the most efficient way, to see how the securities stood; the result of the investigation was, that we found an immense number of bonds defective, many of them in form, many in amount. It appeared very desirable not to let the different parties who had given those bonds know of the defects, and accordingly they were quietly requested, in the way of an order from the Board, to execute new bonds. New bonds were obtained; and I think in about six months after Dr. Madden came into the office, we succeeded in getting tolerably satisfactory bonds from all the existing societies.

496. *Chairman.*] Were the present law officers connected with the Board at that time?—I believe so.

497. Did not the state of the securities strike them as being defective, before you took up the matter?—No, they have been defective both in law and in practice; the security itself is prescribed by the Act of Parliament, and it is a very imperfect form, and the filling up of the bond is left to the very persons who give the bond, the clerks, and the people of the local societies; I suppose when they were deposited in the office, no one ever observed those defects upon them.

498. You say the inspector had been down there a few times previously to the time of the defalcation; did he make no observation to lead the Board to think that the society was in an unsound state?—Not the least in the world, nor did he make any observation to the treasurer of the society that there was anything upon the books which excited suspicion.

499. Do you know how he entered into an examination of the books; did he merely look at the accounts, or was he there on some day when the depositors came in?—It would be very difficult to say; Mr. Garratt was the inspector at the time, and he reported that the society was in a very satisfactory state.

500. You do not know what means he took to ascertain those facts?—I do not know, at all. One of the courses which I took with respect to the Lucan Fund, was to look very attentively through the past accounts. The treasurer of that fund was a personal friend of my own, a clergyman of the parish, and I advised him that for some years past there had been a great many appropriations made which appeared to me not to be justified; at my suggestion he, out of his own pocket, returned to the capital of the fund a very considerable sum of money, so as to increase the security for the depositors. Another course which I took then was this: after examining the whole of the accounts, it appeared to me there were profits to be made out of good management; that in the course of a few years a great deficiency, which had been created by the clerk's mismanagement and malversation, could be made good, and I advised some of the depositors to create a new capital. A new capital was created, and all the depositors agreed that the new capital should have priority over the old capital, and sufficient new capital was put in to work it; and though at the time, in 1850, the society, if it had been wound up, certainly would not have paid anything like 3 *s.* 4 *d.* in the pound, yet at the annual meeting held the other day, it appeared that, in consequence of their having put in that new capital, if the society were wound up to-morrow, instead of 3 *s.* 4 *d.* they could pay very nearly 17 *s.* in the pound.

501. Then it must have been worked more extensively than there would have been

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been any occasion for if there had been no old capital to make good?—If there had been no capital to make good, the profit would no doubt have been very large. We stopped the appropriation of the profits in the way of charity, and the profits were accumulated and added to the principal in circulation.

502. If you had not been anxious to make good the effects of former mismanagement, you might have charged a lower rate of interest?—No doubt of it; it is quite clear, if the system were properly managed in a local district, the profits may be very considerable; and there was one of the societies which came under my knowledge while I was at the Central Board, which was managed upon that plan; I think it was at Antrim, where the society actually applied to reduce the rate of interest to the borrowers; it was that application, and a good deal of consideration about it, which led to the introduction of an entirely new system at the Central Board, which was to stop, as far as possible, such appropriations; that will be found in the circulars appended to the report of 1853; it was a paper I drew up myself, and submitted to the Board; it is the Circular, No. 25, and it completely altered the whole of the original system, which was to appropriate the supposed surplus profits every year; in that circular of the 4th of February 1853, I succeeded in laying down a new system, which was not to make any appropriations at all; I think myself that that circular is the foundation of an improvement which I regard as a very important one.

503. Did you recommend any other amendments than you have mentioned for the purpose of correcting the management of the Lucan Society, or any other society?—No, I do not recollect that I did then; soon after that, an investigation took place by the Board into Mr. Garratt's general neglect, and that ended in his being dismissed.

504. Was there anything but general neglect of his duties charged against Mr. Garratt?—There was a charge against him of having misled the Board by giving in reports of societies which turned out afterwards not to be true.

505. Was that from negligence only?—There was never anything else proved against him but negligence.

506. From your experience of the bad management of the Lucan Society, and your experience at the General Board, what opinion have you formed of the law relating to Loan Fund Societies which is now in force?—I am perfectly sure it is very imperfect; with a view to carrying out the system which is now in operation, my own opinion is, that the system might be rendered very advantageous if the law were amended; a great many alterations have taken place in the working of the law since the last Act of Parliament was passed. I believe the Petty Sessions Act has altered the operation of the law more than any other, and I think, very advantageously; I speak both as a magistrate and as a member of the Board; I think the greatest advantage has arisen from the Petty Sessions Act.

507. Mr. *French.*] Will you state the nature of the alterations made by the Petty Sessions Act?—The principal alterations made by the Petty Sessions Act are these: it enables one magistrate in petty sessions to decide a question about which there was a difficulty before; it regulates the practice as to warrants of execution; it gives power to the constabulary to execute those warrants. Before that it was a private matter; and I am quite sure, when it was in the hands of private bailiffs, there was a great deal of injustice and hardship inflicted upon the poor people; I think, also, another important improvement was made by giving the power of an appeal in all cases above 40 *s.*; before that the decision of the magistrates was final. There is a limitation, also, which is very important, that you must commence your proceedings within six months; I think those are the most important alterations. There had been before the Society at Lucan of which I speak, a society existing under the old law, and I remember being applied to to issue summonses in 700 or 800 cases of defaulters under the old law. I sat for six or seven days, but, to my satisfaction, I found that I had no jurisdiction.

508. Dr. *Brady.*] Are you aware of the alterations in the present law which Dr. Madden has suggested to the Committee?—No, I am not. Those suggestions were made after I left the Board, and I have not had an opportunity of seeing him upon the subject; many of my suggestions may correspond with Dr. Madden's, and some of them may differ.

509. *Chairman.*] Are all the suggestions which you wish to make contained in the paper which you have handed in?—All which struck me at the time I drew that paper up. There are one or two facts connected with the inspections which I may

I may perhaps be allowed to state to the Committee: I have before me a memorandum which I made before I resigned, when the question about Mr. Kelly's inspections was under discussion; I found there were 120 societies on the list, and that all those had been inspected once in two years, that was at the rate of 60 a year.

510. At what time was that?—It was just before I resigned, in 1853; Mr. Kelly, being inspector in 1851 and 1852, he inspected all the societies twice in the two years. A question was then raised by Mr. Kelly about his salary, that he was not paid sufficiently. His salary was 300 *l.*, and I calculated that he had received 600 *l.* for the two years; and dividing that between 120 societies, it was paying him at the rate of 5 *l.* for every inspection. I considered that the inspections were not sufficiently frequent, and that there was ample time for much more frequent inspection to be made.

511. Mr. *French.*] Was the Lucan Fund in existence then?—Yes.

512. *Chairman.*] Do you think Mr. Kelly's inspections, though they were not sufficiently frequent, were sufficiently perfect?—I think they were very imperfect; I think they were more imperfect even than Mr. Garratt's.

513. Mr. Kelly was removed in consequence?—There was an investigation at the instance of the Government, and he was removed.

514. Did the result of the investigation charge him with anything beyond neglect?—Yes, it charged him with more than neglect; I think it charged him with disobedience to the orders of the Board generally.

515. Do not you think, if the inspector were to inspect each Loan Fund Society every year, and be present on a day when the borrowers came to repay the instalments of their loans, it would be impossible for any mismanagement to a serious extent, to take place?—I think so; and especially if, at the same time, proper securities were taken from the officers. I have watched what has taken place at the Lucan Fund, and I do not see that any mismanagement could take place if the inspections were carefully made and sufficiently frequent.

516. In the form in which the accounts are now printed, there is a certain column which purports to specify the amount outstanding in the hands of the borrowers; of course that column affords very great facility for the cooking of the accounts?—No doubt of it.

517. Do you think, that generally speaking, the inspector took sufficient care to ascertain that that column was correct?—I am quite sure, with regard to the instance which I am personally cognizant of, such care was not taken; because any inspector, I am quite sure, might have detected in five minutes that which I detected myself.

518. Do not you think the most ordinary care in the world would detect it, in the majority of instances?—Yes; I think the way in which the books are made out is so perfect, that there would be no difficulty.

519. Is not there a certain day in the week on which depositors come in to pay the deposits upon their loans?—There is.

520. If the inspector were present on that day, would not he be able to tell whether those parties were *bonâ fide* borrowers?—Yes; I think that might be ascertained by an occasional visit. To show the Committee the necessity of the inspections being frequent, and of having the depositors and the various people together, I remember there was an order made by the Board, that the inspector, before he went to make his inspection, should issue summonses to all the persons who appeared upon the annual accounts to be depositors, to attend and produce their deposit papers; and prove, in fact, that they were *bonâ fide* creditors upon the establishment. In the course of the endeavours to carry that order into execution, it appeared that a great many persons were placed upon the accounts as depositors who were not depositors at all. That was one of the modes by which persons who acted as managers or officers have committed fraud. They represented persons as being depositors upon the accounts who were not depositors, and balanced that by fictitious accounts on the other side as to money, which was lent to people who had borrowed.

521. Were there not many instances in which borrowers had repaid their loans, in which no memorandum of their having done so was made in the books?—A great number.

522. Might not such frauds have been discovered by proper inspection?—Yes, I have no doubt of it. I am satisfied of this, that there are none of the

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frauds which have been discovered, which an inspector might not have discovered, if his inspections had been sufficiently frequent, and made with sufficient care.

523. Has the present inspector discovered many such frauds?—I do not know; he has been appointed since I left the Board.

524. Colonel *Dunne.*] Who appoints the inspectors?—The Act of Parliament directs the Lord Lieutenant to appoint them.

525. Are they always appointed by him?—They are always appointed by the Government.

526. Was there any attempt to select men who were well fitted as accountants to inspect those societies, or were they the ordinary appointments of political adherents?—I am sorry to say that during my time they were appointed altogether irrespective of their qualifications; and I think one of the great anomalies in the law is, that the Lord Lieutenant should appoint the inspector, and that the Board should have no power over that inspector.

527. Were the Board ever consulted upon the appointment of those inspectors?—Never, during my time.

528. Did the Board ever make any remonstrances as to the entire unfitness of some of the inspectors appointed?—Yes; and upon the removal of Mr. Kelly, I understand the Government desired the Board to recommend a proper person, and it was upon their recommendation the present inspector was appointed, Mr. O'Gorman.

529. Who is an efficient man?—Yes.

530. The Government changed their course upon finding that the old system broke down?—Yes.

531. And you would suggest, that in the new law there should be some test of fitness for the situation provided?—I think it is indispensably necessary, particularly with respect to the inspector.

532. *Chairman.*] How long would it take the inspector to make himself thoroughly acquainted with the circumstances of each Loan Fund Society?—It would of course depend upon the extent of the society; I should think a good inspector ought to inform himself thoroughly of the state of the accounts in a couple of days; I think it is a defect in the system that an inspection should only be made once a year; I think the inspection ought to be made half-yearly; also, I think it is a great defect that the societies have only to return their accounts once a year; I think they ought to return their accounts quarterly. It is impossible for any Board to detect frauds which have taken place at various times in the course of a previous twelvemonth.

533. Without inspection I presume the present accounts may be said to be worth very little?—Certainly; I regard the duties of the inspector as the most important of the whole system.

534. Would it be possible, in your opinion, to get any of the managers to inspect the accounts quarterly or half-yearly, so that the paid inspector need go down only once a year?—I do not think at present that could be done; I know I have devoted a great deal of time to it; I attended almost every meeting in the course of 1852, and 1853.

535. The question does not refer to the commissioners of the Central Board, but to the managers of each local society; do you think it would not be possible to get them to make inspections of the accounts at certain periods, half-yearly or quarterly?—They are supposed to make such an inspection now, for they certify the annual accounts to be correct, and they often put their names to accounts, and certify them, without understanding them the least in the world.

536. Would not it be possible to get some of the managers to satisfy themselves that the amount stated to be in the hands of the borrowers was really and *bonâ fide* in their hands; might not that be done once in every three months or six months?—They are supposed to do so now.

537. Would it be possible to get them really to do so?—My impression is, that it would be almost impossible to get any of the gentlemen in the country to do so.

538. How long were you a member of the Central Board?—From 1850 to 1854.

539. Did you attend often during that time?—I attended during that time at most of the meetings; I see I attended the last two years 23 times out of 32.

540. How

540. How often were the meetings of the Board held?—The meetings were supposed to be held once a fortnight.

541. Were they actually held once a fortnight?—It was very seldom there was not a quorum to make a Board; during the whole time I was there the duties of the Board fell upon three individuals; Captain Lindsey and myself were generally the only two members who attended constantly, and the third was some gentleman who dropped in casually.

542. Mr. *French.*] Was not Mr. Bagot in the habit of attending?—Not so much latterly as he used to do.

543. *Chairman.*] You took, I suppose, a tolerably active part in the management of the Board?—I took an active part in endeavouring to make the system work better, and I think I succeeded to a certain extent, but when I found the Government would not take any account of our suggestions, I thought it was time to give up.

544. Do you think it possible to work the system efficiently with a Board of unpaid commissioners?—I think not: there were 40 members upon that commission, and for the last three or four years there were not more than three or four who attended the whole time.

545. Is it your opinion that, generally speaking, it is impossible to get unpaid commissioners to attend very zealously to business?—There is a defect in that part of the arrangement. According to the usual course of things you go to the meeting of the Board at 3 o'clock, and the secretary tells you of all the correspondence which has taken place during the past fortnight, and then, literally, except in a few instances, you are only called on to confirm what he has done; the Secretary is really the responsible person.

546. Mr. *French.*] Generally speaking, have the Board had important duties to exercise in their meetings every fortnight?—During the last two or three years, in consequence of the difficulties which there have been, some very important questions have arisen.

547. Is any notice that those questions are to be considered sent out by circular to the Commissioners?—Yes; in almost every instance when there was anything very special, it was stated in the notice which was sent to each member of the Board.

548. Has the attendance been fuller under those circumstances than usual?—I think, during the time the conduct of the two inspectors was under the notice of the Board, there was a fuller attendance. There was a great effort made by some gentlemen for the purpose of saving Mr. Garratt if possible, which brought up members to the Board who had not been in the habit of attending before. During the investigation as to Mr. Kelly, a great number of persons also attended.

549. With the same object?—No; I should say their object was to ascertain the facts.

550. Will you state any subject which you consider of great importance, as to which notices were sent out to the commissioners, but upon the discussion of which the attendance was small?—I think there were many subjects of great importance considered, when only three of us met; I should say, with the exception of the questions about the conduct of the two inspectors, the whole thing devolved upon two or three of us.

551. *Chairman.*] Have you any opinion as to the necessity of having a more efficient staff?—I am satisfied that there must be a more efficient staff, because I think it absolutely necessary that there should be some responsible person; I consider that the secretary is really and truly, and in Dr. Madden's case very properly so, the active and effective man, while at the same time he does not act under any responsibility, because what he does is supposed to be the act of the commissioners, who really know very little about it; I think, looking to the way in which commercial and other institutions are managed in this country, particularly insurance offices, which have some affinity to these, if there were one paid commissioner and the others were honorary, and the one paid commissioner took upon himself, in connexion with the secretary, the superintendence and management, so as to attend daily at the office, it would be quite sufficient. I do not think it is fair that the whole responsibility should be thrown upon the secretary, nor do I think it fair that gentlemen should be expected to confirm, without the opportunity of investigating it, every matter which the secretary for the time being suggests to them. There is another matter which is of very great

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importance, I think. The paid commissioner should be in daily attendance, in order that he might have the power of acting at once. I know if that had been the case, a great deal of money which has been lost would have been saved. I recollect, as an illustration of that, one particular case in which Dr. Madden found it necessary to summon a Board out of the ordinary course, and he sent out specially to me to ask me to come in to Dublin. I think it was the case of Wexford, where a clerk had absconded with a good deal of money. I know that the course which I recommended the Board to adopt upon that occasion was followed, and the consequence was that in the course of a very few hours Dr. Madden went off himself to Wexford, and saved 400 *l.* or 600 *l.* to the society. That all arose from our being able to act upon the instant. If it had been left to the next fortnightly meeting, the whole of that money might have been lost. In all money-matters of that kind, promptitude of action appears to me to be everything for security.

552. Do you think one inspection is sufficient?—I think one inspector would be sufficient with the present limited number of societies; at one time one inspector was considered sufficient when the societies numbered 400; I believe now they do not exceed 125.

553. If you are to have quarterly inspections of each society, and it requires two or three days properly to go into the accounts of each society; it would seem impossible that one inspector could be sufficient?—If there were 120 societies, supposing them to be inspected twice a year, that would occupy 240 days; some of the societies lie close together; I think two inspectors would be better than one, undoubtedly; it has been found necessary, in many instances, to constitute the secretary an inspector by making what we call special inspections; there were many instances in which the inspector could not attend, and many instances also in which he had neglected his duty, and it became necessary to send down Dr. Madden to make a special inspection; I think myself there ought to be two ordinary inspections every year, and certainly it would require two inspectors for that purpose.

554. Was Mr. Piesse inspector when you first joined the Board?—He was secretary.

555. The majority of the failures which have taken place, took place during his secretaryship, did not they?—Certainly; I should say that all the failures which have taken place arose from defects which existed during his service.

556. Of course, however, it should be borne in mind that he was secretary during the most unfortunate period, which was that of the famine?—Yes; which operated very materially no question; still I think there was a great laxity in the management, and in the inspection for a great number of years; there must have been.

557. The failures which took place during the famine, began to make people a little more particular?—Of course they did.

558. Do you think many failures have taken place since Dr. Madden has been secretary which did not take place in consequence of the rotten state of things which arose subsequently to the famine?—No, I think not; I do not think there has been any great malversation since then; there have been some clerks absconded, but I think they did so, because they found that the inspections were not so loose as they had been.

559. Then the law may, upon the whole, be said to have worked pretty well since 1850?—Yes, I think so; and with amendments made to it, I think it might be made to work very beneficially.

560. Do you think that all the failures which have occurred since 1851 have occurred in consequence of previous mismanagement?—I would not take upon myself to say that; I think the greater proportion must have been cases of mismanagement before 1851.

561. And of course some of the people who were allowed to mismanage before 1851, may have continued their neglect since; but you think that, generally speaking, the mismanagement which has taken place since 1851 has been the continuance of the old mismanagement?—Yes, I think so; and they have been bolstering up their previous unsatisfactory accounts.

562. Mr. *French.*] Can you state what the amount of capital, paying interest, was in 1852?—In 1852 it was 149,794 *l.*

563. Do you know what the amount of free capital was in 1852?—£. 36,477; in 1845 it was 44,849 *l.*

564. That

564. That shows a total of 186,271 *l.* as the capital?—Yes.

565. Can you tell us the number of Societies in 1852?—One hundred and thirteen.

566. Can you tell us the number of paid servants employed?—Two hundred and sixty-three.

567. What was the number of depositors of capital?—Two thousand two hundred and eighty-one.

568. What was the number of loans issued?—One hundred and ninety-one thousand eight hundred and seventy.

569. What was the total amount circulated?—£. 739,056.

570. What was the amount in the borrowers' hands, exclusive of bad debts?—£. 175,384. 16. 8.

571. What was the amount remaining in the treasurer's hands?—£. 8,738. 18. 2½.

572. Can you state the amount of discount which was received in 1852?—£. 16,031. 1. 3.

573. Can you tell the amount of fines in 1852?—£. 3,316. 5. 6½.

574. The gross amount of profits?—£. 21,334. 15. 3.

575. The amount paid for salaries?—£. 6,229. 14. 2.

576. The total expenses of management, including salaries or wages, and loss on loans?—£. 7,991. 2. 5½.

577. The amount of interest paid on the capital?—£. 6,932. 11. 10½.

578. The net loss in 1852?—£. 163. 4. 6.

579. The net profits?—£. 5,962. 15. 6.

580. The amount of bad debts?—£. 611. 10. 2.

581. And the amount actually expended for charitable purposes?—£. 1,072. 16. 5.; that is the entire account of 1852. I took a great deal of pains to make it out accurately. There is one observation I should wish to make upon the subject of free capital: when any of these societies have become insolvent, and have been wound up, the way in which it has been done is, that the free capital has literally been absorbed in paying a dividend to the debenture-holders; I think that is wrong in principle, because it is the devotion of money which might have been invested for a particular purpose, to pay the debts of another person; in fact a man who puts in his money at interest derives an advantage from the free capital; it becomes, as it were, a security in part for the return of his money.

582. When the debenture-holder lent the money, did not he lend it on the security of the entire property under the control of the trustees?—Undoubtedly he did, although the security, in point of fact, is nothing more or less than the promissory notes of the borrowers.

583. How was this free capital originally created?—I cannot state that of my own knowledge, but I have understood that a great proportion of it has been money given by benevolent individuals from time to time as a sort of nucleus to make a capital for the commencement of a local society.

584. Is there any other observation which you desire to make?—Nothing occurs to me at present.

Lunæ, 7° die Maii, 1855.

MEMBERS PRESENT:

Mr. Urquhart.	Mr. John Abel Smith.
Mr. Kirk.	Mr. French.
Colonel Greville.	Colonel Dunne.

POLLARD URQUHART, Esq., IN THE CHAIR.

John Tidd Pratt, Esq., called in; and Examined.

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585. Mr. *French.*] IN 1829 were you appointed as the Barrister to certify the Rules of Savings Banks?—I was.

586. Under the 3d & 4th Vict. c. 110, it was made necessary that Loan Societies should submit their rules to be certified by you?—Yes, as the Barrister appointed to certify the Rules of Savings Banks.

587. Therefore you are perfectly conversant with the working of the Loan Fund system in this country?—So far as the legal part of it is concerned, I am, with reference to the formation of the rules.

588. Are there many Loan Societies in England?—The number now in existence is 304.

589. Are they private speculations, or is there any public fund?—They are entirely private.

590. Is the amount circulated by them large?—The statute 3 & 4 Vict. c. 110, s. 27, requires a form to be sent to me every year, containing the operation of the societies which are in existence to the date of the 31st of December; the Return which I now put in is an abstract of the whole of those which I have received, and which will be presented to Parliament this day.

[*The same was delivered in, and is as follows:*]

LOAN SOCIETIES in *England* and *Wales.*

The statute 3 & 4 Vict. c. 110, s. 27, enacts, "That the trustees of every society established under the provisions of this Act, or which may become entitled to the benefits thereof, shall cause an abstract of the accounts of such society, for each year, to be made out and up to the 31st day of December, together with a statement of the funds and effects, and of the debts and liabilities of such society, and an estimate of the clear net profit or loss up to that period; which abstract statement and estimate shall be in such forms, and shall contain such particulars connected with the accounts and transactions of such society as the Barrister appointed to certify the Rules of Savings Banks shall from time to time direct; and a copy of such abstract statement and estimate, duly certified to be correct by the secretary, treasurer and at least one trustee, shall, during the month of January in each year, be delivered or sent to the said Barrister, and shall be laid by him before both Houses of Parliament, and every society which shall refuse or neglect to deliver such account as aforesaid shall be liable to a penalty of 50 *l.*, to be recovered at the suit of the said Barrister against the trustees of the society, in any of Her Majesty's superior Courts of Law. Provided always, that the trustees shall not be liable, in their persons or goods, to the consequences of any judgment obtained against them in any suit; but the same shall avail and be enforced only against the stock and goods of the society in their hands or under their control."

ABSTRACT STATEMENT.

Name of Society and Place where held, No. 304.

Amount actually advanced and paid by Depositors or Shareholders in 1854	£. 178,011
Sums in Borrowers' hands on the 31st December 1854	£. 312,299
Amount circulated in 1854	£. 686,483

Number

Number of Applications for Loans in 1854	160,647
Number of Borrowers to whom Loans were granted in 1854	133,860
Amount paid for Forms of Application and inquiry in 1854	£. 9,279
Amount paid for Interest by Borrowers or Sureties in 1854	£. 28,115
Gross Profits, being amount received from Borrowers, and Money paid for Forms of Application and inquiry in 1854	£. 37,777
Expense of Management in 1854	£. 14,074
Interest paid to Depositors or Shareholders in 1854	£. 18,985
Net Profits, after deducting Interest paid to Depositors or Shareholders, and Expense of Management in 1854	£. 4,579
Number of Summonses issued in 1854	8,461
Number of Distress Warrants issued in 1854	375
Amount for which Summonses were issued in 1854	£. 14,674
Amount recovered in 1854	£. 9,994
Amount of Cost incurred by Society in 1854	£. 1,456
Amount of Costs paid by Borrowers or Sureties in 1854	£. 1,173

591. What rate of interest are the Loan Societies in the habit of charging in this country?—Annexed to the Act is a Schedule, stating what sum the party must pay upon borrowing the money, and how much a week he must pay, and when the first weekly payment is to be made; I think the interest is about 12 per cent.

592. How are the expenses of management defrayed?—They are defrayed out of the interest received.

593. You are entitled to fees on certifying rules, are you not?—On certifying rules there is a fee of one guinea payable to me; but if any alteration is made in the rules within three years no further fee is payable.

594. Does each society pay that fee itself?—Yes; the parties who promote it.

595. And it is included under the head of expenses of management?—No doubt of it.

596. How are the net profits of 4,500*l.* a year disposed of?—After paying the expenses, and after paying the interest, whatever surplus there may be, I presume, is kept as the property of the society, and carried on to the next year.

597. Added to the capital?—Yes.

598. You say you presume so, are you aware that such is the fact?—No; but I think it follows as a matter of course. This return states what has become of the whole of the money, and the residue will remain as part of the capital of the society to be carried on.

599. Are you aware that in Ireland there is a power for each society, under certain regulations, to dispose of the surplus for charitable purposes?—Yes, I am aware of that.

600. Is there any such power in England?—There is not; it is a private speculation entirely.

601. Have you any idea what the amount of the accumulated capital is at this moment?—From this return, which states the sums in the borrowers' hands, that is 312,299 *l.*, and the amount circulated, 686,483 *l.*; I should not imagine there was a great deal more as the property of the society than the amount they have in circulation; it may be a little more, but not much.

602. Taking the rate of 4,000*l.* profit last year, had every year been as beneficial to the societies, there would be 80,000 *l.* accumulated at this moment?—Yes, but the Committee must remember that very likely, the first year, there were not a dozen societies started; I imagine that if any surplus should be in the hands of the society to circulate immediately, they could do so week after week; the instalments are always, by the rules, payable weekly, after a certain day.

603. But the entire 12 per cent., or surplus, would be clear profit to the society, though in the other case they had to pay 5 or 6 per cent. to the depositors?—Yes.

604. Has it been found necessary to bring in Acts to amend the original Act?—There have been two Acts; one was the 3d and 4th Vict. c. 110, which repealed a previous Act of Will. 4.

605. Do you consider the system has been working advantageously for the country?—I think, in the country, it does work advantageously, but in London I have very great doubts whether it works well.

606. What proportion of the societies are in London, and what in the country?—I cannot

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—I cannot tell that at the moment; one reason why these societies do not increase as they otherwise would is on account of the repeal of the Usury Laws: when the 3d and 4th Vict. passed, the Usury Laws were in existence, and therefore no society could lend money at more than 5 per cent.

607. That is the rate of interest these societies now pay?—That is the rate of interest they generally pay to depositors; since the Usury Laws have been repealed there is no limitation to the amount, and the only expense is the stamp; they may charge any amount they please by way of interest, and they are not limited, as they are under the Loan Societies Act, to not lending any individual more than 15 *l.*

608. Will you be good enough to state the system on which the money is lent, the charges at the time of lending, and the time and mode of repayment?—A party applies to a society, say for a loan of 10 *l.*; he is required to give the name of one or more sureties, and to pay the sum of 1 *s.* 6 *d.*, for which he has a printed form of application given to him to fill up: if the sureties are found sufficient, the society advance him the 10 *l.*, upon the terms mentioned in their rules; and the rules contain a scheme which is taken from the schedule to the Act.

609. *Chairman.*] You say a person borrowing 10 *l.* pays interest on the sum he borrows; on receiving the money what rate of interest does he pay on the sum he borrows?—The Act of Parliament lays down the sum which he has to pay; it is about 12 per cent. per annum.

610. When you say it is at the rate of 12 per cent. per annum, do you take into consideration that he repays the principal by instalments?—The interest is calculated in that way; the 1 *s.* 6 *d.* is supposed to include any expense of the inquiries and clerk's salary.

611. Mr. *French.*] In the event of their declining to make the loan, is the applicant still charged with the 1 *s.* 6 *d.* for that purpose?—He is still charged it.

612. *Chairman.*] Whatever may be the amount of the loan, is he charged 1 *s.* 6 *d.*?—They sometimes make a difference, saying that if it is a loan not exceeding 5 *l.* the payment shall be 1 *s.*, but that is very rare; they generally charge 1 *s.* 6 *d.*; the expenses of the inquiry would be the same, whether the loan was 5 *l.* or 15 *l.* Adverting to the schedule of the Act 3 & 4 Vict., I will take the first scheme; if a person borrows 10 *l.* he will have to pay 12 *s.* by way of interest at the time of advancing the loan; he has likewise to pay 4 *s.* a week; the first instalment to be payable on the 11th day, reckoning the day after the loan as the first. If a man borrows 10 *l.*, 4 *s.* a week would be paid for 50 weeks, and he pays 12 *s.* for interest; there are 12 schemes in the schedule. By the next scheme the party would pay for 10 *l.*, 12 *s.*, and then the weekly instalments would be 6 *s.*, the first instalment beginning on the 16th day after. By section 22, if the scheme adopted is not one mentioned in the schedule the rules cannot be certified until a certificate has been obtained under the hand of the actuary to the National Debt Office, that the rate of interest proposed to be taken, including all charges except the sum of 1 *s.* 6 *d.*, or so much as shall be received for the form of the application, is not greater than is allowed by the Act. The 21st clause provides for the rate of interest, that the trustees may demand from every person to whom a loan shall be made by way of discount at the time of making the same, the full amount which shall be specified by the enrolled rules of the society, not exceeding in the whole the rate of 12 *l.* by the hundred for the full term of one year, and to receive the amount of the principal sum by instalments, at such time or times, and in such proportion or proportions, as shall be specified by the enrolled rules, but so, nevertheless, that the first repayment shall not be paid sooner than the 11th day after the day on which the loan shall have been actually granted and advanced. So that under this Act I never certify any rules unless they contain one of the schemes in this schedule, or if the scheme is not mentioned in the schedule, then, without there is a scheme certified by the actuary to the Commissioners for the Reduction of the National Debt, who certifies that the scheme is one which does not authorise the taking of more than the interest allowed by the 21st section, which is 12 per cent.

613. Mr. *French.*] What is the shortest time under the plans set out in the schedule in which the loan is repayable?—That depends upon the amount of the weekly instalments. I will take the last, No. 12. Suppose a party wants to borrow 10 *l.*, the sum which would be taken by way of interest would be 5 *s.*; the

the weekly instalment is 10 *l.*, payable the 76th day after the money is lent; that would only be one payment, but then there is only 5 *s.* taken for interest.

614. Mr. *Kirk.*] Whatever time the repayment begins or ends, the actual amount of interest paid will be at the rate of 12 per cent. per annum?—Yes, that is fixed.

615. *Chairman.*] That is the rate of interest first charged; if you take into consideration that the borrower pays up a great deal of the capital of the loan in a much shorter time than a year, he pays a good deal more, does not he?—No; if he were to pay it all immediately that would be so; but if you take the instance I mention for 76 days, no instalments are paid; but the interest is paid in the first instance.

616. Mr. *French.*] Is there any system of fines to enforce regularity in the payment of the instalments?—No, they are strictly prohibited.

617. In the event of an instalment not being paid at the time specified, what course are the managers obliged to take for its recovery?—Either to go before a magistrate or before a county court, and recover the entire remaining portion.

618. In no case are there any fines allowable?—There are not any in any case.

619. Mr. *Kirk.*] You stated in a former part of your evidence that you thought the system worked well in the country?—Yes.

620. Have you any idea of the relative location of the different societies in the country?—When I tell the Committee \that we have but 304 societies, and that there are 16,000 parishes in the kingdom, it is only, generally speaking, in cities like Birmingham, Manchester, Liverpool, that the greater number of those societies are situated. I was alluding to the agricultural districts, because we have a few which are started there, established by clergymen and gentlemen, and the accounts I have heard of them are to the effect that they work, as I suppose those Loan Societies were intended to work, for the benefit of the poor people, by lending small sums to prevent the necessity of their going to the pawnbrokers.

621. Can you inform the Committee about the radius of the circle within which they operate?—I cannot.

622. Suppose the radius of the circle to be five miles, do you think if a man borrows 10 *l.*, and has to perform 50 journeys within the year, each of which must necessarily be 10 miles, there can be any great benefit derived by him; he pays 12 per cent. per annum for the loan, and then he has 50 journeys of 10 miles each for the purpose of repaying that loan?—In the first place, I am not aware that there are such societies to which a man would have to go five miles; the majority of the societies, as I said before, are in London, Liverpool, Manchester, Norwich, Birmingham, and in my opinion they are local.

623. When you used the word "country," you meant the large towns in the country?—No, I referred to some agricultural parishes. There are a few agricultural parishes, in which clergymen and gentlemen have started them more upon a philanthropic principle; but at the same time they have borrowed the money, and therefore they pay interest for it. I think those societies work as they were intended, for the benefit of the poor, rather than in large towns, where they borrow sums up to 15 *l.* In the few agricultural societies, they limit them to 2 *l.* and 3 *l.*

624. I can quite understand and believe that the parties desire to do good; I wish to see whether practically they do good or not?—I cannot answer the question; I should quite agree that if a man had to go so many miles, it could be of no service to him. I should say that those societies were almost all local, and I do not think they would lend the money to a man at a distance of five miles, because they would have to send over some person to inquire after him, and 1 *s.* 6 *d.* would never pay the society to send five miles to inquire after the man's character, and his sureties.

625. Am I to understand that that supposed case does not exist?—I do not think it does. I cannot say it does not.

626. Would not it be on the whole much better for a poor man that the last scheme should be resorted to in all cases, of one payment at a fixed time?—In my opinion, you would not find societies which would lend the money upon those terms.

627. You think that that which would do the greatest amount of good, would not be likely to be carried out?—I do not think they would trust borrowers to

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pay 10*l.* in that way. According to the last scheme, if 10*l.* is lent a man, he pays 5*s.*, and then he does not pay anything till the 76th day, when he has to pay 10*l.* I do not think a society would lend their money upon those terms. I have never yet had to certify rules containing that scheme.

628. Are you intimately acquainted with the practical working of these societies?—No.

629. Mr. *French.*] Is there any power in your hands, or in the hands of any one else, to wind-up those societies, in the event of their taking greater interest, or transgressing the rules certified by you?—No; if they took greater interest, an objection might be taken in case of their proceeding against any party for recovering the money under the Act.

630. Do you think it advisable that such a power should be vested somewhere of winding-up the societies, if they transgress the rules?—These are all private speculations, and when you consider that the Usury Laws are repealed, I do not conceive that any good would arise from such a power. The only advantage, under the Loan Societies Act, which loan societies now enjoy, is exemption from the stamp-duty.

631. Are you aware whether the borrowers have been compelled, in many instances, to deal with shopkeepers who are managers of these societies in London?—I do not believe that anything of that kind occurs.

632. *Chairman.*] You said that all the societies were obliged to transmit accounts of what they have done every year; have those accounts been regularly sent?—Yes.

633. Are they in full form, or only in a skeleton form?—Every society fills up this return, as applicable to its own dealings.

634. Might not a society, in which there was a fraudulent treasurer or a fraudulent clerk, fill up this return, so as to present a fair appearance, while at the same time there should be no security as to the sums actually existing, which are there stated?—Certainly.

635. With respect to the sum stated to be in the borrowers' hands, it requires some care to see whether that sum does actually exist or not?—Each return is signed by the secretary, the treasurer, and one of the trustees of the society.

636. Mr. *French.*] Is there any security given by the managers of those societies in this country?—None at all, except any security the trustees may think fit to take themselves from their own officers.

637. Have there been any losses to depositors?—I do not know.

638. *Chairman.*] Have you any reason to suspect that any accounts have been garbled, which have been sent to you?—I have no reason to suppose so; I do not see the object of it.

639. Do you keep any inspectors to go down and inquire into the affairs of these societies?—No, there is no power; they are merely private speculations.

640. The people who set them up are responsible to the lenders of the money for the sum lent to them, are they not?—They are not personally responsible; the Act of Parliament expressly states in section 9, "That for every sum of money deposited or to be deposited with any Loan Society otherwise than by way of gift, it shall be lawful for such society, if they shall think fit, to issue a debenture, to be registered in the books of the Loan Society by whom such debenture shall be payable, and no such debenture shall be liable to any stamp-duty." Then, by section 10, "That no treasurer, trustee, or other officer of any Loan Society subscribing a debenture, shall be individually responsible in person or property for the payment of the same, or of any interest thereon; but such debenture shall be a charge on the capital and property of the society alone, unless such treasurer, trustee, or other officer, shall in the instrument, or by writing at the foot or on the back thereof, declare his or their willingness to so be liable in person or property; and such understanding shall only apply to the specific sums so guaranteed."

641. Is there any capital paid besides the money borrowed on debentures?—The parties who form the societies.

642. Are not those parties in any degree responsible to the people who lend money on debentures?—The persons who borrow on debentures have only a claim upon the property in the society.

643. It is a sort of partnership with limited liability, the liability being limited to the capital in the society?—That is all.

644. Is the capital of the society generally considerable in addition to the money

money borrowed on debentures?—This return is printed every year, and no doubt will be printed immediately, and you will then see the name of every society, and the transactions of each.

645. Mr. *French*.] That capital proceeds from money gifts, or from accumulated capital added, does not it?—Exactly so; a society is generally formed by some tradespeople, who will put down a certain sum, and then they borrow money either from depositors upon debentures, or in any way they can get it.

646. *Chairman*.] Do they generally pay up the whole sum at once?—That I am not competent to answer.

647. Do not the people who form those societies divide all the profits among themselves, after paying the interest of the debenture holders and the expenses of management?—No doubt, it is their property; and if they do not divide it they keep it, in order to advance it again.

648. They make it into capital again?—Yes, so that if the society were dissolved the property would belong to the parties who formed the society.

649. If there were to be a failure, would the debenture holders have a claim against any sum they so kept?—I should think so; that would be reckoned as part of the capital of the society.

650. Is there any rule about their being obliged to keep a certain sum?—No.

651. Are all those societies independent of one another?—They are.

652. You said just now, that it was necessary for the societies to inquire into the character of the people who borrow money; are the people who borrow money generally mere labourers, or are they householders and small tradespeople?—In the country, I believe that in some instances they are labourers, but they only borrow to a small amount; in London, I should think, in very many instances they are small shopkeepers or clerks.

653. There is a great migratory population in the large towns in England, consisting of labourers, who move from place to place to obtain work; do those sort of people generally avail themselves of these Loan Fund Societies?—I am not aware that they do. I should doubt whether they would find sureties in that case. Last year there were only 133,860 loans granted.

654. Have you any return of the amount of bad debts?—The amount for the recovery of which summonses were issued last year was 14,674*l*., and the amount recovered 9,994*l*., being a loss of rather more than 4,000*l*.

655. You are not able to give the Committee any information as to the class of borrowers from which the loss was incurred?—No.

656. A few years ago you were sent down to inquire into the causes of the mismanagement and loss in the Irish savings banks, were not you?—Yes.

657. Do you know the system upon which the Irish loan funds are managed?—I do not.

658. Is there any suggestion which you are desirous to make to the Committee upon the subject referred to them?—No, I am not aware of any.

659. In your evidence before the Savings Bank Committee, you stated that a clever actuary could not commit a fraud, if the trustees and managers were to exercise proper care; do not you think that if Loan Fund Societies were managed on the same principle as the Irish savings banks are managed, and the trustees and managers did their duty properly, it would be impossible for a clever actuary to commit a fraud?—In supposing the trustees and managers do their duty, it is upon the supposition that no transaction should bind the society, except it take place in the presence of a trustee or manager.

Francis R. Bertolacci, Esq. called in; and Examined.

660. Mr. *French*.] DO you hold a situation in the Treasury?—I did.

661. During the time you were in office there was a large sum of money vested in the Treasury by the Trustees of the Reproductive Loan Society?—There was. Perhaps I had better state the purposes to which that money went. The fund in question is the Irish Reproductive Loan Fund; that was the residue of the relief subscription in 1822, which was contributed to relieve the distress principally in the West of Ireland. At the termination of that relief there was a balance remaining in the hands of the committee in London, and certain balances remaining in the hands of the Relief Committees in Ireland, to whom the money had been sent for distribution in food, clothing, &c. There was about 40,000*l*.

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sent over from England, and about 15,000 *l.* added to that, or supposed to be added to it by the trustees in Ireland; that fund was worked for a certain number of years, from 1823 to 1844; the County Boards of trustees again issued that money in loans through the medium of local associations. The Boards of Trustees were under the audit of a London Board of Directors or Auditors, and in 1844 a charter of incorporation was granted to the London Board to give it those powers of control over the Boards in Ireland which was found to be necessary for the better working of the system: that was not found to be so effectual as was anticipated, in consequence of legal difficulties, to which I am about presently to advert. When the incorporated society took a corporate existence under the royal charter, one of the provisions made in granting that charter was, that three of the members should be appointed by the Government; those three members were, the Secretary to the Treasury, Sir John Young, Mr. John Shaw Lefevre, the Secretary to the Board of Trade, and Mr. Leake, the Principal Clerk Assistant to the Secretaries. When the distress was felt in 1847, Mr. Leake, at the Board of the governors of the institution which assembled, made some remarks to the effect that probably it would be advisable that this fund should be handed over to the Government, to be disbursed, instead of being circulated in loans; that was in the early part of 1847. Towards the close of that year a communication was made from the Treasury to the Chairman, Mr. John Abel Smith to the same effect. Mr. John Abel Smith then consulted with the other Governors upon the subject, and they consented to give up their charter, that this money might be collected and disbursed for objects of public utility and charitable purposes not otherwise provided for by local rate or assessment. As I had been the secretary to the Irish Reproductive Loan Fund, when it was partly under the Treasury and partly under the original Board of Directors, I was appointed to carry out the Act of Parliament, which dissolved this corporation and vested the money in the Treasury.

662. You were the secretary to the Board before there was any connexion with the Treasury, were you?—I was appointed before the Act passed to vest the money in the Crown; but after the society was incorported by charter, partly under the original Directors and partly under the Treasury. I may state that, speaking now, not from what occurred during my connexion with the society, but from information I have been able to collect, that when the money was handed over to the trustees in Ireland by the Relief Committee of 1822, a Board of Directors was appointed to superintend it; and it was always supposed by the Board of Directors to have been the object of the Relief Committee that this Board of Directors should exercise a power of ownership over the property, so that, if necessary, they could recall it; but from the fact of the money having been sent over direct by the Relief Committee, and the money not having gone through the hands of the Directors, legal difficulties occurred which really rendered them nothing more than auditors. Some of the funds in Ireland were subject to serious mismanagement by the Boards of Trustees and local associations. When I was elected secretary, one of the subjects I wished to ascertain was the actual power which the Governors of the corporation had over the funds; and for that purpose I collected various papers, and submitted those papers to Messrs. Freshfield, the solicitors to the corporation, for their opinion; and that opinion I have here, which, with the permission of the Committee, I will put in —(*The same was delivered in.*)

663. You state there was a sum of 40,000 *l.* sent over to Ireland; was there not also a sum of money placed in their hands for defraying the expenses here, and sending Mr. Hyett to Ireland?—Yes; that was a sum of 6,000 *l.*

664. Have the additional sums received as accruing balances been able to make up 300 *l.* a year to pay Mr. Hyett?—About that amount.

665. That sum of 6,000 *l.*, with the additions to it, was afterwards transferred to the Treasury?—Yes; I should also state that certain funds in Ireland were also transferred to the Treasury.

666. Mr. *John Abel Smith.*] How much money was transferred by the Irish Reproductive Loan Fund Trustees to the Treasury?—On the 31st of December 1853, I made up the account of the Irish Reproductive Loan Fund; I wished by that account to show the total amount which had been applicable to Ireland, and the total amount which had come into the possession of the Treasury of what belonged to the original grant by the Relief Committee, for the management of the fund in England. By my statement of that date, 59,827 *l.* 7 *s.* 6 *d.* was

was the amount which had appertained to Ireland, and 9,364 *l.* 8 *s.* 10 *d.* the amount which had appertained to the fund granted specially for the expenses of management in England; the total being 69,191 *l.* 16 *s.* 4 *d.* The 59,827 *l.* 7 *s.* 6 *d.* which appertained to Ireland was the proceeds of 43,331 *l.* 15 *s.* 8 *d.*, the total collected up to the 31st of December 1853, from the trustees in Ireland of the Loan Fund, and it included a sum of 5,130 *l.* 0 *s.* 5 *d.* appertaining to the agricultural schools. It included also a sum of 5,000 *l.* belonging to the Fisheries, sent over by the Directors in London to the Paymaster of Civil Services in Ireland, before the Act of Parliament passed to vest the money in the Crown; it included 4,547 *l.* 11 *s.* 4 *d.*, the proceeds of dividends and interest on Exchequer bills, and taking at that date the value of the profit of the investment of cash in the funds and Exchequer bills, 1,818 *l.* 1 *s.* 7 *d.* The sum of 9,364 *l.* 8 *s.* 10 *d.* was composed of 1,283 *l.* 15 *s.* 11 *d.* paid by Messrs. Smith, Payne & Smith, 1,787 *l.* 3 *s.* 4 *d.* dividends on stock, and 6,293 *l.* 9 *s.* 7 *d.* value of 3 ¼ per cent. annuities.

667. Did the sum of 69,191 *l.* 16 *s.* 4 *d.* include all the sums of money received by the Treasury on account of the Irish Reproductive Loan Fund up to the 31st of December 1853?—Yes.

668. Mr. *French.*] Taking this sum of 69,191 *l.* 16 *s.* 4 *d.*, which the Treasury received, can you give the Committee any account of what has been done with it by the Treasury?—Yes; I wish first to state that this account goes up to the 31st of December 1853, and I have no information before me beyond that period. There may have been sums given away since that, which of course I know nothing of, because my connexion ceased with it in March 1854. Up to that time, out of the sum to which you have alluded, 100 *l.* was given as a compensation to an officer of the trustees under the 12th clause of the Act authorising the Treasury to do so; 250 *l.* was given for the enclosure of a cemetery in Sligo; 2,300 *l.* for the enlargement of the infirmaries in the same county,; for the establishment of agricultural schools at Limerick, 1,000 *l.*; payment to agricultural instructors, 3,832 *l.*

669. When those grants were made, are you able to state whether the grants were made on account of funds applicable to each county, or generally from the entire fund?—I was very particular in enforcing that clause of the Act of Parliament which required the funds collected in each county to be disbursed only in that county; and that was one of the principal conditions made by the governors of the fund on handing it over to the Treasury, that the original allocation of the fund should not be disturbed. Then there was a sum granted for the improvement of the growth of flax, in the whole of the ten counties, 6,000 *l.* There was also a sum chargeable to the fund of 158 *l.* 11 *s.* 5 *d.*, the proportion of expenses of collection by the late governors; making a total of 13,640 *l.* 11 *s.* 5 *d.* Then there were some incidental and law expenses, amounting to 20 *l.* The whole amounted to 13,660 *l.* 11 *s.* 5 *d.*, which left a balance of 29,761 *l.* 4 *s.* 3 *d.* upon the amounts collected from the trustees of the Loan Funds in the several counties. There was an amount paid by the Paymaster of Civil Services to the Board of National Education in Ireland, being a grant from the Lords of the Treasury to agricultural schools in Munster of 600 *l.*, leaving a balance of 4,530 *l.* 0 *s.* 5 *d.* applicable to agricultural schools specially; amount lost in attempt to establish fish-curing stations, 4,123 *l.* 13 *s.* 11 *d.*, leaving a balance of 876 *l.* 6 *s.* 1 *d.* specially reserved for the encouragement of the fisheries; making the total sum remaining at the disposal of the Treasury on the 31st December 1853, of the sums originally transferred to the Crown to be disbursed in Ireland, 35,167 *l.* 10 *s.* 9 *d.*; add the sum received by the Treasury from the interest of money collected in Ireland up to 31 December 1853, 4,547 *l.* 11 *s.* 4 *d.*, and you will have 39,715 *l.* 2 *s.* 1 *d.* as the balance remaining at the disposal of the Treasury, on 31 December 1853, of the amounts transferred to the Crown by the governors and trustees to be expended in Ireland; add to this last-mentioned amount the increased value of sums collected in Ireland and invested in stock and Exchequer bills, and you will have 41,533 *l.* 2 *s.* 2 *d.* as the total balance which was specially applicable to the objects of the Act of Parliament in Ireland on the 31st December 1853.

670. Mr. *John Abel Smith.*] Was the sum of 2,863 *l.* the aggregate amount of money paid for taking care of the fund, from the time the fund was handed over to the Treasury up to the date of that return?—Yes, it is the sum paid by the Treasury for salaries up to that date.

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671. It was the whole expense of the management of the fund, from the time it was handed over to the Treasury to the date of that return?—No, there are some other items, which I am going to mention.

672. It was for expenses?—Yes; then there were travelling expenses, 89 *l.* 10 *s.* 8 *d.*; incidental expenses, 4 *l.* 0 *s.* 4 *d.* The total expenses were 2,956 *l.* 15 *s.* 4 *d.* Then there is the sum of 287 *l.* 19 *s.* 9 *d.* It was a reimbursement to a member of a local association, of the sums which he said had not been received by him.

673. The whole amount to be deducted from the 9,364 *l.* is the first item 2,956 *l.*, and that 287 *l.*?—Yes, leaving a balance of 6,119 *l.* 13 *s.* 9 *d.*

674. Mr. *French.*] Did the Treasury give credit in account for any interest received on stock or funds in their hands?—Yes, all that is taken credit for.

675. *Chairman.*] Did not you say that some deductions had been made from the sum which you mentioned, since the 31st of December 1853?—Yes.

676. Do you know what moneys have been spent by the Treasury since the 31st of December 1853?—There was my salary to March, and there was the salary of my two clerks to the same period.

677. Mr. *French.*] Was your salary, and that of your clerks, chargeable upon that fund solely?—It was chargeable to the fund generally, under the 12th section of the Act of 11 & 12 Vict. c. 115, but it was paid out of the English fund for the management; and there was a compensation made to me, in consequence of what the Treasury was pleased to consider had been my exertions in the matter. On ceasing to be connected with the fund the salary, which was, up to the 31st of March, 75 *l.*, and the reimbursement of the deductions from my Ordnance salary, making together about 120 *l.*; besides that, the sum which was given to me was 300 *l.*

678. Colonel *Dunne.*] Was that given by the authority of the Treasury?—Yes.

679. You were a clerk in the Ordnance Office?—I was.

680. But you did not, for some years, do any duty in the Ordnance, did you?—No; my time was taken up by the Treasury in the management and collection of this fund from the year 1848.

681. But you were borne on the strength of the Ordnance department as a clerk in the Ordnance department?—Yes.

682. Of what class?—When I was first connected with the Treasury, I was a first class junior. At the latter part of the time, and I went back to the Ordnance, I took my promotion as senior. It was one of the conditions; this was a temporary thing, and I said to the Treasury, "I cannot give up a permanent employment for a temporary."

683. Will you tell me why a clerk in the Ordnance was taken from the Ordnance and attached to this Irish Loan Fund, as if there were not clerks in the Treasury?—Because I had had peculiar opportunities of knowing the circumstances connected with the affair.

684. You had had a previous connexion with the Fund?—Yes.

685. Now you have returned to the Ordnance, and are a clerk in the Ordnance of the senior class?—Yes.

686. Are you aware of the Act, the 11th & 12th Vict. c. 115, which transferred the balance of the Reproductive Loan Fund to the Treasury?—Yes.

687. The power of distribution, subsequent to that Act, was given to the Lord Lieutenant?—Subject to the approval of the Lords Commissioners of Her Majesty's Treasury.

688. It was an uncontrolled distribution at the will of the Lord Lieutenant, subject to the approval of the Treasury?—The Treasury had the controlling power.

689. The Lord Lieutenant then had no power but that of suggestion?—He selected the object, and recommended it; the Treasury never originated anything, but always referred parties to the Lord Lieutenant for selection and recommendation, and the Treasury either approved or disapproved.

690. There were certain debts or engagements to which the Reproductive Loan Fund was subject; by a clause in that Act were not they repaid out of the sum so transferred?—No; the Treasury undertook no liabilities of the previous governors.

691. Then they did not pay, in fact, any previous liability?—No.

692. Do

692. Do you recollect the schedule to that Act, in which a sum in cash and securities was handed over to the Treasury?—I made out that schedule.

693. Can you tell the Committee the exact amount of that; were not these the sums, a sum in cash, 3,058 *l.* 5 *s.* 6 *d.*, and a sum in 3¼ per Cent. Annuities of 7,457 *l.* 9 *s.* 8 *d.*; are you aware of those two sums?—That was a correct schedule when the Bill was in progress.

694. Therefore any charges upon that fund should be entered in the accounts kept subsequent to the passing of that Act?—No; because the Treasury were only answerable for the amount actually handed over to them.

695. Were not the Treasury bound to show in the account what they paid out of that sum?—When the Bill was introduced a schedule was made out of what the sums were, and a power was given to the governors of the fund by the 3d section of that Bill, when it became the Act of 11 & 12 Vict, c. 115, to pay compensations to all the officers out of the amount, and to hand the balance over to the Treasury; the Treasury was only responsible for the actual balance handed over to them.

696. How was the public to know anything of what those compensations were unless they were entered in some account?—An account was to be rendered by the Treasury under the 14th Clause of the Act, but the governors received the sanction from Parliament to make compensations.

697. Why should not the amount of the compensations given appear upon the face of the accounts rendered by the Treasury since the passing of the Act?—The Treasury only hold themselves liable to account for the sums they received; those were the instructions which were given.

698. Therefore the sum which the Treasury received was less than that in the schedule by the amount of the compensations given?—Yes.

699. Can you tell the Committee the amount of those compensations?—It was principally my own; my salary was 200 *l.* a year under the governors, and it was about to be increased to 300 *l.* a year; when the governors were asked to hand over this fund, which was a private fund previously, the Government having no control over it. The governors made a condition that a compensation to their officer should be made out of the fund which was originally handed over to them by the Relief Committee of 1822 to pay the expenses of the management.

700. What was the amount of those compensations?—The amount of the compensations, I think, was about 1,580 *l.*

701. Therefore the sum which the Treasury accounted for is the sum mentioned in the schedule, less the amount of those compensations?—Yes.

702. The sum mentioned in the schedule, as far as I can collect it, is 40,644 *l.* 12 *s.* That is the amount they are first to account for since the passing of the Act, less the compensation which you have mentioned?—Yes, less the compensations and office expenses; but I do not see how that sum is made up.

703. There is another schedule which gives the amount due from each of the counties which was to be recovered from the trustees of the several counties; considerable sums have been received since?—Yes.

704. They are stated in the Return of 1853?—Yes.

705. The sum to be accounted for will be that sum of 40,644 *l.*, less the compensations added to the amount recovered since; is not that the sum which the Treasury will have to account for?—Yes; the sums in the Schedule less the compensations and expenses.

706. Does the amount recovered since amount to 43,331 *l.* 12 *s.* 8 *d.*?—No; part is included in the Schedule, having been collected before the Act.

707. Mr. *J. Abel Smith.*] Can you tell the Committee what sums respectively are due from the Treasury to be spent in each county out of the 47,000 *l.* which remained as a balance on the 31st of December 1853?—I will prepare the account and put it in.

708. *Chairman.*] Have none of the sums so recovered been spent in the counties except those from which it was recovered?—None.

709. Has that rule invariably been adhered to?—It was up to the time that I left the management of the Fund.

710. I see the item "Payment to agricultural inspectors;" were not those agricultural inspectors for the benefit of the whole of Ireland?—No; the payments to them were only for the 10 counties to which the Fund was originally allocated.

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711. Was the grant for the improuement of the growth of flax confined to the 10 counties?—The sum disbursed was.

712. Mr. *J. Abel Smith.*] You have paid a very considerable attention to the working of Loan Societies both in England and in Ireland, have you not?—I have.

713. Are you cognisant of what occurred in reference to the management of the Irish Reproductive Loan Fund by the inspection of books or documents before you actually became personally acquainted with it?—I have a pretty good knowledge of what transpired.

714. Had not you also been the manager of an attempt to introduce Loan Funds in London?—Yes; at least I was honorary secretary to one, and in that capacity, with the assistance of clerks, managed it under a board of direction.

715. Are you aware of the general principles upon which these societies have been managed of late years in Ireland?—Yes.

716. Can you state what the amount of loan generally has been, the amount of interest charged, and the terms upon which the principal was to be repaid?—On looking into the loans which have been made by the Irish Reproductive Loan Fund, I find the average was generally between 2 *l.* and 3 *l.* loans to small traders; up to the year 1843, the rate of interest was 6 *d.* in the pound; it was then reduced to 4 *d.* in the pound, that is to say, upon what was termed the twenty-week system, a pound being lent and paid back in 20 weeks. The 6 *d.* in the pound really averaged between 12 and 13 per cent per annum upon the loan.

717. How?—For this reason; if a pound was lent and paid back in 20 weeks, the average period for which the man would have the whole money, would be 10 $\frac{1}{2}$ weeks; consequently, 6 *d.* was the payment for the use of 1 *l.* for 10 $\frac{1}{2}$ weeks. It is upon this basis I have made it out to be 12 per cent. per annum; after the Act of 1843, the interest was reduced to 4 *d.* in the pound, and that comes out by the same process of calculation to about 8 $\frac{1}{4}$ per cent. per annum.

718. Mr. *French.*] Did you find that that reduction acted prejudicially towards the management of the societies?—I do not think it had any particular effect one way or the other, as far as I could ascertain.

719. Were there any complaints made to you by the managers of the societies upon the subject?—I do not recall any to mind: I believe the system, whether under the 4 *d.* or under the 6 *d.* was not generally understood; I found in my inspections in Ireland it was linked in with various transactions, which do not generally appear upon the face of a loan system; in connexion with it, I found that in some cases the loans were made by parties who were either connected with the vending of articles, or as was very frequently the case, where the Loan Fund did not do any good, it was held at the rent office. The loan system, I believe, both in England and Ireland, is calculated to be of very great benefit to the working classes; but its effect is deteriorated by the fact, that the man does not always receive the benefit of the money by being able to apply it in the way of reproductive labour. Whether the rate of interest is 8 per cent. or 12 per cent. I think is very immaterial, as far as the actual benefit to the individual goes, because the difference is so small compared to the benefit he derives from the loan, if it is really applied to the object for which the loan was intended, but I have no hesitation in saying from my experience, both in this country and in Ireland, that in very many cases it was not so, but I should say that that more generally occurred in Ireland; I found a system to exist of this kind: the loans were issued at the rent roll-office; if a man could not pay his rent the answer was, "Take a loan;" he would take a loan; that loan would at once go to the credit of the rent; he would pay interest upon it, and he would become saddled, not only with the rent, but with an additional debt for interest, and he would pay it back by instalments; so that in point of fact the reproductive loan system did not operate in many cases to the benefit of the individual for that reason. I should state with regard to the loan system, that in England my first connexion with it was from 1836 to 1841, when I was asked by Mr. Drinkwater Bethune, who was then counsel to the Home Office, and took a lively interest in the society of which Mr. John Abel Smith was one of the trustees for aiding the industrious classes in England, to become honorary secretary to it. In that capacity I obtained a good deal of information with regard to the mode of applying the money on the part of the poor people, and I found, that generally speaking, they turned the money over, to use their own expression, once a fortnight, sometimes once in three weeks, sometimes once a month;

month; but the most profitable trades were those which were connected with vending articles of food; so that the ordinary rate of interest of money formed but a very small proportion of the proceeds of the money: for example, if a person took 10*l.*, and reproduced that sum in the shape of money by vending the articles he bought with it, it would return to him upon an article of food about 10 per cent; that is to say, I found upon inquiry, that what he would buy for 10*l.* he would sell within a week or ten days for 11*l.*, so that really the rate of interest charged to him ought not, in that case, to be reckoned in proportion to the rate of interest which he made in a large mercantile transaction where you would take the value of the interest according to the per-centage which was made by the capital, but it should be reckoned according to the benefit which that man's labour derived, and would be able to derive from the money; and I think I cannot do better on this subject than put before the Committee a prospectus of a friendly loan society which was established in London under the patronage of the Queen, of which I was the honorary secretary; appended to it are letters of thanks addressed to me from various parties.—(*The same was delivered in.*)

720. The Reproductive Loan Fund Society, in the year 1838, got the societies connected with them excluded from the control of the Central Loan Fund Board in Dublin?—The Act which the Reproductive Loan Fund first worked under in Ireland was the 4th Geo. 4, c. 42; another Act was passed, the 10th Geo. 4, c. 42; a third Act was passed, the 6th & 7th Will. 4, c. 55, which was the first Act which established the Loan Fund Board in Ireland. That was the first countenance which the Government gave to the receiving of money on debentures, for the purposes of charitable loans.

721. It was also the first recognition of the revision of the rules, and the certifying of them by a barrister, was not it?—It was.

722. It also required that after a certain legal rate of interest had been paid, the surplus profits should be applied to charitable purposes?—Yes.

723. In 1838, on the Government bringing in an Act, the Reproductive Loan Fund Directors got themselves exempted from the operation of that Act?—Yes; at the request of the trustees in Ireland.

724. Have you any reason to believe it was at the request of the trustees?—Yes; from the various correspondence which I have seen, there was a degree of fear on the part of the secretaries to the trustees that these loan funds might be taken away from them, and put under the Dublin Loan Fund Board.

725. You are aware that the secretary of the Reproductive Loan Fund Board took a very strong course in the way of writing letters to the trustees, stating that they would withdraw the money if they connected themselves with the Board?—That had reference to a much more recent event.

726. You are not aware of that fact?—I am not.

727. Are you aware that the members of the Loan Fund Board remonstrated most strongly with the Government against the exemption which they gave to the Reproductive Loan Fund Board?—I was not connected then with the Board in London, and I am not aware of it; but I believe some attempt was made on the part of the Loan Fund Board to get possession of this Reproductive Loan Fund; and that it was the desire of the trustees in Ireland, that they should not be placed under that inspection.

728. What do you mean by getting possession of the Reproductive Loan Fund?—When I say "possession," I understand that the Secretary to the Loan Fund Board made certain propositions that he should receive a salary for superintending these funds direct from the Board in London.

729. Who was the secretary then?—Mr. Piesse.

730. Have you any letters from Mr. Piesse, making a proposition of that kind, or have you ever seen any letter?—No; I obtained that information from what was stated in the course of a conversation at the Board; I believe he came to the Board to make a proposition of that kind.

731. Mr. Piesse, you say, was anxious to get possession of the position and salary of Mr. Hyett?—I believe that was the case, and it was the general opinion, which I heard mentioned both in England and Ireland.

732. Had the Board the power of winding up any societies in connexion with it, which disobeyed their orders, or transgressed the regulations of the Act of Parliament?—That will be found fully explained in the opinion of Messrs. Freshfield, which I have to day put in; it was conceived by the directors that they had; they conceived that they had the power, or ought to have it, because it was,

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no doubt, originally intended by the Relief Committee of 1822, that the Board of Directors should have the power of control and general supervision of the funds. But it so turned out, by the mode in which these trusts were made, from the money being accidentally sent over by the Relief Committee instead of by the Directors, and, therefore, not going through the hands of the directors, that in a legal point of view it was not possible to enforce it, if the trustees opposed themselves to it; but in two counties, where the transactions were not as it was conceived they should have been, where I believe there were defalcations, the money was recalled; these were the counties of Leitrim and Tipperary; and it was re-issued to a fresh Board of Trustees.

733. So that the committee had not the power to wind up societies, nor did it turn out that they had, legally, the power even of recalling money advanced from the Reproductive Loan Fund? —Not legally; but equitably, they had.

734. Did they possess any legal power of winding up societies?—They had no legal power of winding up societies in a legal way, unless the trustees assented to it.

735. Had the Board in London any power of inspecting the societies in connexion with it?—The constitutions of the trusts were such that they could not be disturbed; the trustees had certain trusts imposed upon them, and the governors had certain duties imposed upon them, and those were relative to each other, and they could not interfere the one with the other.

736. Generally speaking, were the trustees connected with the way in which those societies were managed in Ireland?—Looking back to the reports upon the subject, I find that very favourable reports have been made by the inspectors of the trustees to the trustees, and by the trustees to the governors in London. I think it would more clearly explain the matter if I made a statement of what took place at the time when I was appointed. When I was first appointed, the chairman told me he wished for matters to be more closely looked into than they had been. I first went over in 1845, and examined the accounts of the Boards of Trustees; from what I saw in those accounts, it struck me that the reports made by the secretaries of the trustees to the Board of Trustees were not quite consistent with the facts of the case. I had some suspicion about it; and the next year I was told to go round and make an inspection of the local associations, and I found, in going into the details of them, the Board of Directors in London had been very materially deceived; they had received from the trustees the reports which had been annually made to them, and had embodied those reports in their returns; and, in point of fact, a large portion of the Reproductive Loan Fund was not then in operation. When I went to some of the local associations, in some cases I found they were not in existence, and yet the chairman, in some instances, had been signing those returns, and had sent them to London, and they had, consequently, become embodied in the returns, as I have said; in other cases, I found that the system was working in a very lax way; and all those circumstances put together, I believe, were the cause of the governors of the fund assenting to the transfer of the fund to the Treasury, to be disbursed for charitable purposes.

737. Finding the system not to be working beneficially to the country, nor satisfactorily to themselves, they thought it advisable to wind it up, and place the money in the hands of the Treasury?—Under the Lord Lieutenant.

738. *Chairman.*] In what year did they come to that resolution?—At the end of 1847.

739. Mr. *French.*] Have you ever made a calculation of the amount of money which was made over, as you mention, and was lost?—No; it did not come within our knowledge; it remained with the trustees.

740. Do you consider that the evils in the working of the system, of which you complain, could have been remedied, if there had been a proper inspection established over those Loan Funds, and a power to wind them up vested in the London Board?—Yes; I think if there had been that power vested in them, the institution might have been turned to considerable good. That was one of the things I pointed out to the Treasury at the time of the transfer of the fund. I pointed out, that if the loan system was worked in a proper manner, I thought a greater amount of good would be derived to the labouring classes, by the system of loans, than by any other mode of applying the money; but I was free to admit, that where the fund was worked with laxity of principle, the evils perhaps more than counterbalanced the good.

741. Have you ever considered the kind of enactments which would be necessary to make the plan work beneficially?—I cannot say that I have.

742. Should you be able to lay before the Committee any suggestions as to the principles, and the mode of enforcing those principles, which you think it would be advisable to embody in an Act of Parliament?—I have no doubt I could.

743. *Chairman.*] You say you have paid very great attention to the working of Loan Funds in England, as well as in Ireland?—Some years ago.

744. Do you think banks in England have been in the habit of making, or would make, small loans, which might supply the place of Loan Fund Societies to a certain extent?—No, because the amounts would be too small; and the mode of collection I do not think would correspond with the usual modes of transacting business by bankers.

745. Are you able to say what is the lowest amount of loan the banks are in the habit of making?—I am not aware.

746. In England do they ever make loans as low as 10 *l.*?—I am not aware.

747. Do not you think they might be more inclined to take up that kind of business since the repeal of the Usury Laws, which enables them now to lend money at any rate of interest which they please, so as to cover the risk and trouble of making small loans?—I do not see how the banks could make advances to the poorer classes, unless it was upon accommodation bills; generally speaking, the banking system is that of discounting bills.

748. Could not a banker make an advance upon an accommodation bill, say for 10 *l.*?—An accommodation bill is not a legal instrument.

749. You said just now that loans were made by the vendors of articles on at the rent office; to what sort of people were those loans made; were they generally labourers or very small tradespeople?—Labourers, and tradespeople, and cottiers; holders of small tenements and farmers.

750. Do you mean to say that that happens in England as well as in Ireland?—My answer has reference only to Ireland.

751. Were Loan Fund Societies ever set up by agents or by landlords, for the purpose of enabling the tenants to pay rack-rents or usurious rents?—It is difficult to state what their object was; they were applied in many cases to the payment of rents.

752. Colonel *Dunne.*] Are you aware of any case of a man coercing a tenant in that way?—I cannot speak to the actual individual, but I have had it from one of the magistrates, who told me that it was a very common practice in the district, and looked upon it as a very prejudicial one.

753. What district was that?—It was at Castlereagh.

754. I see in the Schedule to the Act sums which amount to 22,096 *l.* 17 *s.* 10 *d.*; you say that the sums in Schedule (D.) of the Act are contained in the monies which are set forth in Schedule (A.); under what head in Schedule (A.) are they set forth?—The sums appearing in Schedule (D.) to the Act 11 & 12 Vict. c. 115, as having been paid from the various counties, form a portion of the 22,893 *l.* 10 *s.* 5 *d.* Three per Cent. Consolidated Annuities, stated in Schedule (A.)

755. Therefore that amount of 40,551 *l.* 19 *s.* 8 *d.*, which is the total in Schedule (A.), is the whole sum handed over at that period by the English Trustees of the Irish Reproductive Loan Fund?—Yes; the amount of Schedule (A.), less the deductions for compensations and liabilities allowed by the third section of the Act.

756. Was there any deduction made from that sum which actually reduced it?—When the Bill was passing, the sums were put in, subject to the privilege of the governors to compensate their officers.

757. And that compensation was actually deducted?—Yes.

758. What was the amount of it?—The sum of 3,058 *l.* 5 *s.* 6 *d.* in Part No. 1 of Schedule (A.) to the Act of 11 & 12 Vict. c. 115, was the amount of cash at the bankers of the governors of the Irish Reproductive Loan Fund on 3 July 1848, when the Bill was in its progress through Parliament. From that date to the 4th September 1848, when the Act passed, 108 *l.* 0 *s.* 8 *d.* was the sum paid for salaries to the secretary and an accountant, and for rent of office, leaving the actual sum of cash, on the date of the Act, to be transferred to the Treasury, of what had been included in Schedule (A.), 2,950 *l.* 4 *s.* 10 *d.* The sums subsequently placed to the account of the governors at their bankers, on account of dividends on stock, were 173 *l.* 10 *s.*, and for petty cash unexpended, 8 *l.* 0 *s.* 7 *d.*, thus making the total sum of cash of Schedule (A.) to be accounted for

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for to the Treasury, under the Act, 3,131 *l.* 15 *s.* 5 *d.* Of this sum the governors of the fund applied, under the powers given to them by the third section of the Act, to the payment of salaries of secretary, clerks and accountant, 115 *l.* 9 *s.* 6 *d.*; to law expenses, 60 *l.* 13 *s.* 2 *d.*; to brokerage, on the transfer of stock to the Government, 11 *l.* 3 *s.* 4 *d.*; to compensation and gratuities to officers, 1,610 *l.*, making a total deduction of 1,797 *l.* 19 *s.* 6 *d.*, and leaving the amount transferable to the Treasury, and transferred accordingly, 1,333 *l.* 15 *s.* 11 *d.*; of which 1,283 *l.* 15 *s.* 11 *d.* was paid to the Paymaster-general by Messrs. Smith, Payne & Smiths, and 50 *l.* (which had been erroneously included under the same head) to the Paymaster of Civil Services in Ireland, in the cash paid over by Messrs. Latouche & Co. at Dublin, on account of sums received from the county trustees.

759. You mentioned an English and an Irish fund; what is the distinction between them?—The Irish fund was composed of the 40,000 *l.* sent over by the Relief Committee of 1822, for the establishment of Loan Funds, to which was added about 15,000 *l.* unexpended balances in the hands of the Relief Committees in Ireland, making together upwards of 55,000 *l.* The English Fund was a grant by the Relief Committee of 1822 to the directors in London, for the payment of the salary of their secretary, to inspect and audit the accounts of the Trustees in Ireland.

760. What was the amount of that?—That was 6,000 *l.* with accruing balances, and those balances made it up to about 8,000 *l.* or 9,000 *l.*

761. There remains to be accounted for that sum, subject to the deduction of the compensation, and whatever has been collected since by the Treasury?—Yes.

762. Referring to the schedule, you will see there the balance of 47,000 *l.*; will you explain what has become of it?—On the 31st of December 1853, there was in the hands of the Paymaster-General, 845 *l.* 8 *s.* 3 *d.*; in the hands of the Paymaster of Civil Services, 1,632 *l.* 3 *s.* 7 *d.*; by credit, to cash on account of purchase of stock, 43,267 *l.* 4 *s.*; by profit, by increase of value of investment, 1,818 *l.* 0 *s.* 1 *d.*; which makes up the total sum the Treasury had to account for, and here it is accounted for in the return.

763. Mr. *French.*] For what purposes has the Paymaster of Civil Services that money in his hands?—He holds the money as the representative of the Treasury in Ireland.

Richard Robert Madden, Esq.; further Examined.

R. R. Madden, Esq.

764. Colonel *Greville.*] YOU were asked, in Question 95, whether the treasurers and officers were obliged by the Act of Parliament to give security; the answer you are reported to have made, is: "If the Board call for it; it does not oblige the Board to ask for security"?—That is the fact.

765. Is that according to the Act of Parliament?—Yes.

766. Is it the Act of Parliament passed in the year 1836?—No, in the year 1843.

767. Had the treasurers of those societies which failed given security?—Generally speaking; there are very few societies where they have not given security.

768. There were some where they had not done so?—A very few.

769. You stated, on a former day, that one of the great difficulties you had to deal with was with regard to appropriations of the surplus profits of the Loan Fund Societies; that those were productive of very great evil; you said that you had drawn up a statement of the whole of the grants for all purposes since 1843; were the purposes to which those surplus funds were applied charitable purposes?—They were called so, but in many cases I do not think they were.

770. I believe the Act required that they should be appropriated to local charitable purposes?—To local, charitable or useful purposes.

771. Is that according to the Act of 1843?—Yes, the last Act; the words are: "charitable or useful purposes in the locality."

772. You are aware that there have been instances in which those funds were not laid out upon purely local charitable purposes?—Yes; I think they have very often been laid out for jobbing purposes.

773. Do you know of any instance in which the funds were laid out for the erection of a school upon glebe-land belonging to the Established Church?—Yes, at Castletown Delvin.

774. The

774. The school which was built being out of the surplus profits of that society which became insolvent?—Yes.

775. You are not aware, probably, that most of the debenture-holders were Roman Catholics?—A great majority, I know, were so.

776. That school is not in connexion with the National Board?—The school does not exist, and no use is made of the house now, and I could not dispose of it when I was down there regulating the affairs of the society, because it was built on glebe land.

777. The proceeds of that which might otherwise have gone to liquidate the debt and pay a larger per-centage in the pound to the debenture-holders, is now entirely lost?—It benefits the glebe, and it is lost to the depositors.

778. The house having been built upon the glebe land?—Yes; between 200*l.* and 300 *l.* has been expended.

779. In other cases where buildings have been erected, you have disposed of them, have not you?—In many cases the treasurers did not take the precaution of getting proper leases, and the depositors were deprived of the advantage of the buildings; they could not be sold.

780. Did you ever make an application to the rector at Castletown Delbin, in reference to that building?—No, we laid the papers before our lawyer, with a view to taking proceedings for the recovery; but he was of opinion that we could take no proceedings against the parties, inasmuch as there was no lease obtained for the ground.

781. You never had any communication with the authorities of the Established Church?—We had no communication with them.

782. *Chairman.*] Have you any further observation which you desire to make?—I should be glad to be allowed to add to my evidence, that although I have spoken of a great many badly-managed societies, there are also some very well-managed ones, which are productive of great good; those funds which are under the management of Lord Erne and Lord Clancarty, and some other managers, are of that nature.

Jovis, 10° *die Maii*, 1855.

MEMBERS PRESENT.

Mr. Urquhart.	Mr. Kirk.
Mr. French.	Colonel Dunne.
Colonel Greville.	

POLLARD URQUHART, Esq., IN THE CHAIR.

The Reverend *Charles King Irwin*, Examined.

783. Mr. *Kirk.*] YOU have had some practical acquaintance with the working of Loan Funds in the north of Ireland?—I had, several years ago.

784. In particular, are you acquainted with the working of the Loan Fund at Portadown?—That was the only one with which I was practically acquainted.

785. Did you hold any public situation at one time at Portadown?—I was incumbent of the district.

786. Can you describe to the Committee the working of the loan fund system there, with regard to loans of 1*l.*, of 5*l.*, and of 10*l.* respectively, mentioning the mode and the terms of repayment?—There were no loans of 10*l.* made during the time I was at Portadown. The limit of the loans was 5*l.* in whole pounds: they did not lend fractions of a pound, as far as I recollect.

787. Will you begin with the operation of a loan of 1 *l.*, and describe the system?—Of course the Committee will not expect me to give them any idea of the proportionate number of 1*l.* loans as compared with others; I have not had access to the documents for that purpose; but there were a considerable number of 1*l.* loans, and of course that naturally indicated the very lowest class of borrowers in point of means. That man must have been little better than a pauper who applied for a 1*l.* loan.

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788. By what means did he obtain from the fund the loan of 1 *l.*?—As well as I recollect the rule, no loan was granted except upon a week's notice; that is to say, on one office day the party obtained the necessary form, and on the next office-day he applied for the loan. On the day he applied for the loan, he brought with him two bailsmen, and upon that day he generally took the loan home with him. The rule was, that it should be repaid by instalments within 20 weeks, and that the interest amounting to 6*d.* should be deducted from the face of the loan; in fact it was more properly discount than interest.

789. Have you made any calculation as to the actual cost per cent. on such a loan?—The actual interest must be ascertained, in the first place, by considering what is the real value of a loan continually decreasing by successive repayments. It is the same thing to lend any number of pounds for 20 weeks, to be repaid week by week at the rate of 1*s.* a week, as to lend the same number of guineas for 10 weeks, to be repaid at one payment; I believe I may state that as a fact. If the Committee wish, or have the patience to listen to it, I will give them the reason why I come to that conclusion. To lend a sum of money upon the usual plan of the Loan Funds, is equivalent, in point of fact, to lending the whole original sum for one week, the borrower repaying that, and taking it out, minus 1 *s.*, for the next week, repaying that, and taking it out, minus 1 *s.*, for the following week, and so on for the 20 weeks; it represents, therefore, what is technically called a decreasing arithmetical proportion. The sum of such a series is ascertained by adding the first and last terms, and multiplying it by half the number of terms. If you perform that operation upon a 1 *l.* loan repaid in that manner, you will find that the sum of the series is 210. Now supposing a permanent loan of 1 *l.* 1 *s.* for 10 weeks, you will find that the sum of such a series of terms is 210; consequently it is palpable, that a loan for 20 weeks, repaid by weekly instalments, is equivalent to a permanent loan of the same number of guineas for 10 weeks; that is the ground on which I assert that a permanent loan of a guinea for 10 weeks is the same thing as a Loan Fund loan of 1 *l.* for 20 weeks. Now 6 *d.* for 10 weeks, or 70 days, is equivalent to 2*s.* $7\frac{2}{7}$*d.* for 365 days, which is consequently the interest upon one guinea for a year; and hence the simple proportion, 21*s.* : 2*s.* $7\frac{2}{7}$*d.* : 2,000*s.*, gives 12*l.* 8*s.* $3\frac{33}{49}$*d.* as the precise interest per cent. per annum of a Loan Fund loan of 1 *l.* But that does not, in my opinion, represent the transaction, because the interest, or more properly speaking the discount which is taken, is not the whole cost of the loan. In order to ascertain the whole cost of the loan, you must consider the circumstances under which it was lent; the borrower, as I have said, must bring with him two bailsmen. I know that it is legitimate to call the expenses of those persons 2*s.*, because I know that in my experience at Portadown they were paid by the borrowers 1 *s.* each, or 1 *s.* worth; the man's own time cannot be calculated at less, and consequently there are 3 *s.* of expenses in the first instance, to be added to the interest upon the loan.

790. Is it according to your experience that the Loan Fund Office was ever open for the purpose of lending money except in the day time?—No; there never could be a loan given except in the presence of the acting members of the society for the day, and they never attended except during office hours, which were from ten to about three. Besides the expenses I have named, there was always 1 *d.* charged for the card on which the account was kept, and I estimate 20 journeys to repay instalments, after the first journey to get the loan, at 1 *d.* a journey. That constitutes a permanent charge on every loan of 4 *s.* 9 *d.*, increased by the amount of interest, which of course varied with the amount of money borrowed.

791. Will you give a summary of your reasons for stating that the 20 journeys cost 1 *s.* 8 *d.*?—My reason for calculating the 20 journeys at 1 *s.* 8 *d.*, is this: I knew individuals to pay 1 *d.* to the clerk of the Loan Fund to take in their instalments after the office hours, and we fined them 1 *d.* for being after office hours: it was our rule, to lay on them a fine, which we technically called the tardy fine, for not being there with their deposits in time; and many persons deliberately incurred the tardy fine, preferring to save their day at home and to come late to the office to leave their money, even sometimes paying 1 *d.* as a bribe to the clerk to take it after office hours; I consider, therefore, their own estimate to have been 1 *d.*

792. Colonel *Greville.*] Who brought in the money?—The party himself would

would bring in the money, but he would do his day's work first, as far as he could, and then bring it in and leave it with the clerk after office hours.

793. Mr. *French.*] Were you officially connected with the Loan Fund of Portadown?—For a short period I was; I resigned my connexion with it in consequence of objections I was led to entertain to the working of the system.

794. At what period were you connected with it?—The Loan Fund was opened in the winter of 1838, and I gave it up in the spring of 1839; I could not have been more than six months connected with it.

795. Are you aware whether that fund was connected with the Reproductive Loan Fund, or whether it was under the control of the Dublin Loan Fund Board?—It had nothing to do whatever with the Reproductive Loan Fund; I conclude that any connexion with it would have been the way of obtaining capital, and I know how its first funds were procured.

796. It was under the control of the Dublin Loan Fund Board?—Yes; a gentleman of the name of Piesse was the officer of that Board. I have stated the amount which is charged as a permanent charge on every loan, namely, 4 *s.* 9 *d.*; the cost per cent. per annum, in my opinion, on loans of 1 *l.* would be accurately 130 *l.* 7 *s.* $1\frac{5}{7}$ *d.* per cent.; I speak with considerable hesitation, if I rightly understood an honourable Member to state that a very eminent mathematician differs from me; but, as far as my figures enable me to judge, I think I am right; it is very remarkable how tremendously the per-centage increases as the loan diminishes.

797. Mr. *Kirk.*] Will you be kind enough to inform the Committee what you consider to be the interest and charges per cent. per annum on a loan of 5 *l.*?—On a loan of 5 *l.*, I consider it to be 36 *l.* 0 *s.* $9\frac{40}{49}$ *d.* per cent. per annum.

798. The reason of the diminution is, that the cost of obtaining the loan is always, or nearly always, the same?—Always; the only variation is in the amount of the discount.

799. The rate of discount is about the rate of 13 per cent. per annum?—A little less.

800. The interest and charges upon a loan of 5 *l.* consists first of 13 per cent. per annum discount, and the cost of obtaining the loan?—Yes, about $12\frac{1}{2}$ per cent. plus the constant.

801. Were there many defalcations of payment in the Portadown Loan Fund?—They became very numerous. During my short official connexion with it, it was a newfangled thing, and they were not so numerous; but my observation of the institution, in fact, my knowledge of the proceedings, did not terminate with my own official connexion with it, and I know that so numerous were the defalcations, or at least so increased was the necessity for enforcing repayments, that the process-server was contracted with, and did his work by contract.

802. What was the usual course of proceeding to recover those small debts?—The party was summoned, and if he was worth it, it was recovered summarily before the Petty Sessions Bench, and if he was not, his bailsmen were attached.

803. Before the Petty Sessions Bench in every case?—As far as my knowledge goes.

804. Is it consistent with your knowledge that sums of money were borrowed by parties and used for the purpose of paying rent?—I should scruple to say that that was consistent with my *knowledge*; it is quite consistent with my conviction.

805. The Rent Office and the Loan Fund Office were adjacent, were not they?—Not during my connexion with Portadown.

806. You are aware that there was a fever hospital, or some such building erected near Portadown?—I am; but that is long since my connexion with the place.

807. Are you, or are you not, aware that the money appropriated to that building was the supposed profits from the Loan Fund?—Yes.

808. Are you aware whether they were actually profits?—I cannot speak from my own knowledge as to that; they were asserted to be, and I presume they were.

809. Were not they rather apparent than real?—I am not aware, but from what I knew of the Loan Fund, as long as I was there, a much larger expenditure would have been quite consistent with the amount of their profits, in my opinion.

 810. I think

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810. I think you were connected with the Portadown Loan Fund at its commencement?—Yes, I was one of those who first established it.

811. Are you aware where the funds came from to commence that Loan Fund?—I am.

812. Will you have the goodness to state the source?—The first amount was a loan by the Duke of Manchester; I am not sure whether he was then Duke of Manchester or Lord Mandeville; he lent us 200 *l.* to start with.

813. Without interest?—It is a long time ago, and I am not sure; I think it was without interest; I should think we repaid it within the first month or two.

814. Was there any other fund?—We issued debentures directly.

815. Who were the parties who took those debentures?—I took one myself, for a small sum I had in trust for charitable purposes in the parish. There were not many debentures during my time; I think there were four or five; I recollect an old lady smuggled in a sum of money which she said she did not wish her husband to know she possessed; she took a debenture; and there were some persons who had 50 *l.* or 60 *l.* to spare, persons of limited income, who took debentures; I recollect a sister of the constabulary officer of the place took a debenture, but I cannot be very accurate as to the amount.

816. Was interest paid upon those debentures?—Yes.

817. At what rate per annum?—At 6 per cent. per annum.

818. You paid 6 per cent. per annum to the debenture holders, and you charged 13 per cent.?—We promised to pay 6 per cent., but I did not continue long enough in the institution to have anything to do with any payment of interest; I conclude it was paid.

819. Were not you paid for your own?—No.

820. Have you any other statement to make on the subject of the Portadown Loan Fund?—I cannot say that I have. The Committee probably see that I have a very strong objection to the whole of the system as at present constituted in Ireland, and I scarcely know how it could be modified to meet my views. I think the rural population of Ireland are not ripe for being benefited by money loans; some years ago, I published a little essay on the subject in one of the periodicals, in which I suggested, that what I believe to be the usage with regard to the encouragement of fishermen, namely, giving them boats and nets, to be repaid by instalment, should be applied, if anything of the kind were done, to the system of general loans; that is to say, that you should give people agricultural implements or implements of trade upon bail for repayment by instalment, without interest, and that the articles so given should not be capable of being seized for rent or made the subject of distress. It strikes me, that something of that kind is what the country people in Ireland are more fit for than to have money placed in their hands to trade with upon their own judgment and discretion.

821. Is it consistent with your knowledge that small dealers or tradesmen have borrowed money in this kind of way from the Loan Funds?—I think I recollect some small country dealers, grocers and such like, being borrowers; I recollect also, that it opened the door to a great abuse, which we felt at the time, that in many instances their bailsmen were the wholesale dealers from whom they purchased their stock.

822. Is it also consistent with your knowledge that those parties, in order to make a payment to the Loan Fund, were obliged to sell the stock they thus purchased, at a considerable loss?—It might be so, but the question suggests, what I might have more fairly spoken of when I was examined as to the expense of the loan. People so sensibly felt the loss of time in going to and fro for their repayments, that in a variety of instances they laid down on the counter a part of the very loan they were getting from us as a prospective instalment; I have repeatedly seen that. I have also repeatedly seen this; it was a rule of our society, I suppose it is a general rule in all such societies, never to contract a fresh loan with any party till the old one was cleared off. I have seen them hand to their bailsmen a sum of money out of the fresh loan, the meaning of which was, that the bailsmen had furnished them with the means of paying the two or three final instalments, in order to enable them to take out a fresh loan.

823. Mr. *French.*] You have stated that the interest, according to the calculation made by you, amounts to about 13 per cent. upon a sum of money borrowed for 20 weeks?—About 12½ per cent.

824. Do

824. Do not you assume in making that calculation that the borrower would invest the sum of money paid weekly to his advantage; is not it necessary to assume that he would under the circumstances, if the payment were to be made at the end of 20 weeks, regularly every week invest to his own advantage, either in the savings bank or somewhere else, the 1 *s.* in the pound?—That may be necessary to the theory of Loan Funds; it is not necessary to my calculation. My calculation has nothing to do with how the borrower employs the loan; it is based upon what he binds himself to pay.

825. Supposing the borrower has to repay the money at the end of 20 weeks, and he puts by into his own box 1 *s.* each week, to enable him to repay it at the end of the 20 weeks, how would you make out 13 per cent.?—It does not signify to my calculation where he gets the money. Sixpence a week for 20 weeks, on the supposition of a repayment of 1 *s.* per week, would amount to that. It is a guinea loan. If a man gets 1 *l.*, stipulating to pay 1 *s.* a week, it is a guinea loan for 10 weeks.

826. If the man were to pay the money out of his weekly earnings, how would he pay it except by putting by the money each week?—If he put by the money each week, the Loan Fund Society would not have the advantage of the weekly payment.

827. But he would not make more money by keeping it useless in his own box than by paying it into the Loan Fund Society?—I do not mean it to be understood that the Loan Fund Societies reap the whole of the monstrous advantages I have stated, in the shape of cost to the borrower; I never said that the Loan Fund Societies made 130 per cent. of a pound; I said the borrowers lost 130 per cent. They get more than the 13 per cent., because they get the penny for the pass-book, which will make a trifling alteration; but of course they do not get the 3 *s.* which is expended for the time of the men, nor the 1 *s.* 8 *d.* for the 20 journies.

828. You have assumed in making your calculation of the large per-centage which you say the loan costs the borrower, that he is at the charge of 3 *s.* for his own expense, and the expense of the two sureties in taking out the loan?—Yes, but that does not go into the pocket of the Loan Fund Society.

829. You would qualify that to a certain extent by the admission, that if persons in a superior rank of life were among the bail, of course this sum would have to be struck off?—Yes.

830. Supposing the borrower lived in the town where the Loan Fund was, and his two bailsmen were friends or relatives of his, do you think there would be any charge?—I should think there would not; it is possible there might not be; I cannot answer for that; still there would in all likelihood be a treat.

831. You have stated, that in the Loan Fund of Portadown they were in the habit, in case of delays of payment, of fining to the amount of a penny?—In the case of payments not being made in office hours; if they did not make them at all, they would be charged on the next day 2 *d.* in the 1 *l.*, as a fine; but they were charged a penny for being late, without any reference to the poundage.

832. That, I suppose, was under some private rule?—A bye-law.

833. *Chairman.*] Might not they pay their penny to avoid being fined 2 *d.* the next day?—It must be borne in mind that the 2 *d.* next day would be 2 *d.* in the 1 *l.*

834. Mr. *French.*] Were these fines of 1 *d.* on the same loan repeated more than once?—I should think so; I cannot at this distance of time, answer the question accurately.

835. Nor probably can you say whether, in the Portadown Loan Fund, the fines of 1 *d.* for irregularity, and 2 *d.* for non-payment, were inflicted more than once?—I should think they were; I cannot answer from my knowledge; I should add that the 2 *d.* in the 1 *l.* paid on the next day was calculated on the whole loan; what he had paid, as well as what he had not.

836. If the sum borrowed was 5 *l.* he was fined 10 *d.*?—Yes, though it were the last instalment.

837. Are you certain of that?—I am certain that while I was connected with it, that was the rule. I cannot say how far modifications afterwards ensued; but while I was personally cognizant of the working of the fund, I am perfectly certain that that was the rule.

838. You stated, that you calculated 130 per cent. on a loan of 1 *l.*, and 36 *l.* 0 *s.* 9 *d.* on 5 *l.*; with those large sums paid for interest, and the very large

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sums exacted for fines in the Portadown Society, how do you account for the failure of that society?—I am not able to account for it; it has gone on since the year 1838 to the year 1854; I do not know how it has been operating during that time, but I understand the clerk ran away with the money; I know that from the public newspapers.

839. Are you able to state whether any security was taken from the clerk, or not?—I am not; at the time I was connected with it, the person I understand to be now a defaulter was a boy; he had been a page of Lord Mandeville, and was introduced as a clerk, to do various kinds of work; I learn that he was promoted gradually till he became the principal responsible person there, and I hear he has run away. My own debenture was 40 *l.*; I left it in at 6 per cent., and I lately had a communication from a gentleman, who takes an interest in the subject, requesting me to send my debentures, to have the matter wound up, as the concern was insolvent. My 40 *l.* had become 82 *l.* odd in the interval. I have now to pay credit in the Belfast Bank in Portadown 42 *l.*; consequently I have lost nearly all the interest.

840. Colonel *Greville.*] Was the money always lodged in the bank?—While I was among them, the money was lodged in the bank every office evening.

841. Colonel *Dunne.*] Whose duty was it to see that the money was lodged in the bank?—While I was there the money was sent straight across the street to the bank, and the pass-book was initialed by the bank.

842. By whom was the money sent?—Sometimes I may have brought it myself, for aught I recollect.

843. What office did you hold in the society at that time?—I was one of the trustees, and one of the two persons who worked it.

844. It was sent over, therefore, by whichever member chose to work the Loan Fund at the time?—During the time I was connected with it, there was myself and Mr. Porter who held an office in connexion with Lord Mandeville's estate, present on office days.

845. Are you aware how subsequently that duty was performed?—No; I do not mean to say that he or I always carried the money across to the bank, but we ascertained that it was carried across.

846. In fact it was the duty of those who, to use your own expression, worked it, to see that the money was lodged at the bank?—Yes, I should have felt very uneasy if I had not known it was so lodged at any time during my connexion with the institution.

847. You consider it was a neglect on the part of the managers if they left it to a mere clerk?—Unless they ascertained that he performed the duty.

848. Colonel *Greville.*] There was a treasurer, was not there, to the fund?—I think the banking company were the treasurers.

849. They exercised no responsibility whatever, did they, further than taking care of the money?—No; they only acknowledged the receipt of the money, I presume, in the usual way, by initialing the pass-book.

850. Are you aware that usually in these societies there is a treasurer who is responsible for the monies, and for the appropriation of them?—I do not know it; I am not acquainted with any other society than that which I was connected with myself.

851. Mr. *French.*] The question was put to you, whether advances have ever, to your knowledge, been made to tenants to enable them to pay rents; do you see any objection to a small tenant borrowing money to pay his rent, who may wish to keep over his corn, expecting a rise, or to keep over his pig till it is more fit for sale than it is at the time he is called on for payment?—Looking at that question in reference to Loan Funds, I should say it is absolutely inconsistent with the professed principle of Loan Funds.

852. Do you consider it inconsistent with the principle of Loan Funds to lend money to small dealers, to furnish them with capital to enable them to purchase their goods at first cost?—Not so much so; I do not in fact see that that is at all inconsistent with the principle; I understand the principle to be, that the borrower is to make such use of the money as will enable him out of his weekly profits to repay his instalments; of course a small grocer or a small huckster may be able to do that.

853. There would be no objection, you think, to lending money to tradesmen to buy tools or materials for their trade?—There is one objection, which I think is

is this; those sort of articles would not be so readily come at in the event of insolvency, to recover the value of the loan.

854. Are you aware that by the Act of Parliament those articles are protected?—If they are, it is an answer, I think, to the question.

855. Would you consider it objectionable to lend money to a labourer to buy a pig to feed from the offal of his house, or to buy poultry or anything by which he might be enabled to make a profit from the borrowed money to repay the loan?—I am not to be supposed, in answering these questions, to be thereby approving of the borrowing at all; but on the supposition of Loan Funds being a thing to be approved of, or being a desirable institution, the money which a man borrows to make money of, is the least objectionable kind of loan: a pig does not seem to me to answer the purpose in the same way that a cow would, because a person might by the weekly sale of the produce of a cow, be enabled to make up his weekly instalments, whereas a pig could only become available when he was in a state of profit; it would answer better for a permanent than a fluctuating loan.

856. With respect to poultry, they would be in the same position as a cow?—Yes.

857. Colonel *Greville.*] With regard to advancing money to labourers upon their tools, I understood you to say that the Act of Parliament protecting those tools from being seized in case of insolvency was an answer to the question?—I think so, on the principle on which I understand Loan Funds to be established.

858. In the commencement of your evidence to-day, in referring to loans of 1 *l.*, you said they were mostly given to paupers; that people applying for a loan of 1 *l.* should be regarded as little better than paupers?—I meant that the smallness of the loan must be considered a test of the means of the borrower.

859. The solvency of the security which the Loan Fund would require from those people, would not be worth much?—The bailsmen would be the security the Loan Fund would look to.

860. In the case of money being lent to provide tools for labourers, if they brought two good sureties, they would be in the same position in applying for the money that any other person would?—And so would any man who borrowed the money be as eligible as another if his bailsmen, and not himself, were the parties to be looked to; but Loan Fund Societies do not profess to act upon that principle; they expect the borrower to make the weekly payments from the profit of the loan.

861. The labourers who borrowed money for the purpose of purchasing tools would be in the same position as agricultural labourers, would not they?—As far as my personal experience went, although the people were poor, they were not exactly in the rank of agricultural labourers; that is to say, persons whose sole means of livelihood was their labour; they all had small holdings, and they always professed to be borrowing for some reproductive purpose.

862. The sureties were the parties to whom the Loan Fund looked?—In no case would they advance the money without being satisfied of the solvency of the sureties.

863. *Chairman.*] Before these Loan Funds were set up, used not the people to resort to the pawnbrokers?—Yes.

864. What is your opinion about pawnbrokers; do they conduct their business usually in an honest manner?—My experience is limited as to that; the pawnbroker of the village of Portadown was a very exemplary man; he was a humane and christian man, and I think he carried on his business with great integrity, and considerable feeling.

865. You do not think that persons resorting to his shop were thereby brought into bad society, or into temptations?—No, there was nothing of that kind; but our Loan Fund at Portadown was connected with a *mont de piété.*

866. That is only a sort of licensed pawnbroker's shop, is it?—Nothing else in reality.

867. Do not you think that many persons avail themselves of a Loan Fund who would be rather ashamed to resort to a pawnbrokers?—No; for I know they pawned their goods to pay their instalments.

868. Are there not many people who would be ashamed to pawn their goods or to resort to a pawnbroker's shop, who nevertheless avail themselves of those Loan Funds for small loans to begin business with, or to continue business?—It is possible.

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869. Then you think it is an accommodation to a class of people who would not be accommodated by the pawnbrokers?—I know nothing of it as a fact; but I can conceive that men would prefer to borrow money rather than to pledge their goods.

870. There is a sort of joke usually passed against a man who has been to a pawnbroker's, is not there?—I think it bears upon the question that there were certainly persons who pawned at the *mont de piété* who did not borrow of the Loan Fund.

871. I suppose they looked at the *mont de piété* as rather a superior institution to the pawnbroker's shop?—They were certainly encouraged to think so; with how much justice I cannot say, but the *mont de piété* professed to be a more respectable institution than the pawnbroker's shop; nevertheless, in Portadown, it most remarkably stimulated the trade of the pawnbroker; it and the Loan Fund together.

872. Mr. *French.*] Were the sums so borrowed above 5 *l.*, which would have been lent by the Loan Fund Society?—No, there were very few people in Portadown who could give pledges to the amount of 5*l.*; I mean in that class who would be likely to seek such relief.

873. *Chairman.*] From what you hear, generally speaking, are the pawnbrokers altogether a respectable class of society?—I should think they are not; they are said not to be.

874. As a clergyman, would not you rather that the people in whom you took an interest did not frequent the pawnbroker's shop?—I should say that further than that it is a token of considerable distress, and a sign of somewhat lowered self-respect, I do not see any harm in a man pawning his goods.

875. Is not he likely to get into bad society at the pawnbroker's shop?—I do not know how they manage in pawning their goods, but I suppose the person goes in singly to transact his business with the pawnbroker. I am not aware of there being any assemblage at the pawnbroker's shop.

876. People are apt to connect pawnbrokers with receivers of stolen goods, and there is an idea that you may meet thieves and persons of that class at their shops; do you think that has been generally the case?—I cannot attempt to answer that question; it is a notorious fact, that the pawnbrokers in London do receive stolen goods, we see it stated in the newspapers; but whether the persons who go there to pledge goods honestly come by, must meet with thieves, I cannot say.

877. Do not you think that if a tradesman wants a small loan he had better go to a Loan Fund Society than to a place where he might possibly meet with thieves and receivers of stolen goods, and others of that class?—I can only say that, of course, it is better for a man to go where he would meet with good company than bad.

878. Do you know if there were many private money-lenders in that part of the country about Portadown?—There were many of them.

879. Who used to lend money on usurious terms?—Grievously usurious.

880. Can you say on what terms they used to lend money to poor people?—Not with accuracy; it was not so much the lending money, though that was common, as the selling of goods on trust; they have a common name in that country; they are called meal-bankers.

881. Used not they to charge most usurious profits?—Yes.

882. On the whole, would not it be much better for a poor man to go to a Loan Fund, and borrow his one or two pounds even at the high rate of interest you have mentioned, and then buy what he needs, paying down ready money, than to go to one of these meal-bankers and pay twice or three times as much as the goods are worth?—That was the great argument employed to induce me to assist in getting up the Loan Fund; it was when I came to compare the cost of resorting to a Loan Fund with the benefit derived from it by the borrower, I was induced to doubt whether it was conferring any advantage on the people; I should say that a countryman would hardly pay more than 130 per cent. on a hundredweight of meal.

883. If these meal-bankers and other people of that kind once get country people in their powers we know they have a great hold upon them?—That was actually the case with the Loan Fund; it became, as far as my experience went, a complete system of "kiting." There was a sister society in the neighbourhood, at Tanderagee; though I had no personal knowledge of it, yet I know Mr. Porter

was the principal manager there also, and I have every reason to believe it was carried on in the same way, and with the same results.

884. You said just now, that you objected to loans being made to the Irish upon any terms whatever; you think they are better without any loans, do you? —Without money loans.

885. Do you apply that observation to the Irish in particular, or to the poor people of other countries also?—I know very little of the social habits of the English peasantry, and therefore I should prefer to confine my observations to the people I know best; at the same time I think it very doubtful whether that class of people are fit to be trusted with opportunities of speculating; I question the advantage of attempting to confer benefits by means of speculation, which is the essence of the theory of Loan Funds.

886. You have doubtless often heard of the Irish labourers coming home after having been employed in England, and having saved perhaps 5*l.* or 6*l.*, which is a good deal of money to them; I suppose that has often happened within your knowledge?—I think it has; perhaps not often; because our peasantry, in the part of the country I was speaking of, are a manufacturing peasantry; they are chiefly weavers, and they do not go in such numbers to England, during the harvest, as from some other parts of the country; and when you speak of their savings, you must bear in mind, that their savings are only saved to come home with. In judging of their providence, you must inquire what they do with them when they do come home; they may buy a new coat, or something of this kind, at the end of the year; but you never find any provision for sickness, or for a fall of wages, or loss of work, or a rise in the markets.

887. Do not you find such a provision to be made among the weavers in the north of Ireland?—No; no one can tell better than the honourable Member for Newry, that when there is a failure of work, they are as badly off as any.

888. You think they live up to their wages quite as much as the English?—Yes, quite.

889. Mr. *French.*] Are they, generally speaking, in the habit of living upon what they raise themselves?—No; they raise chiefly potatoes, and of these not more than will keep them two or three months of the year.

890. Are they in the habit of providing their own fuel?—Where bog is abundant they cut their own turf; but even as to that there is a difficulty; where they are cottiers under a farmer, the landlord seldom gives permission to the farmer to let his cottiers cut the turf.

891. *Chairman.*] Do you think that the hoarding of money takes place to any extent among the poor people?—Very rarely indeed; I do not believe it.

892. Do you think the class of people who borrow money from Loan Fund Societies are, generally speaking, so improvident where they are certain that repayment will be exacted?—The fact, is they were improvident; while, at the same time, within my knowledge, they had frequent practical demonstrations that repayment would be exacted.

893. In the case of the more provident borrowers, did not you find that the system, where it was continued, was often a very great accommodation?—I doubt the fact.

894. In calculating just now the amount of the charges upon the borrowers, you spoke of 1*s.* being given to each of the bailsmen; do you think, in the majority of instances that was practically given, or do not you think that the bailsmen were generally in a class of society who would be above taking the 1*s.*? —That question induces me to reconsider my former answer; I apprehend it was more commonly given in one shape or other than I was disposed to make allowance for; when it was not given in cash it was given in the shape of a treat.

895. Mr. *Kirk.*] Was it at all uncommon to find that the man who brought his two bailsmen to the bank, agreed to give his own labour or the labour of his wife or daughter at harvest time, as a compensation for the obligation?—I have no knowledge of that, it is a very likely thing I think.

896. You were asked whether you were aware that persons who sold meal sold it at three times the market price; are you aware that anything like three times the price was ever charged?—I can scarcely speak with such precision as you require; I have no doubt that double the market price was a very common rate, and I should not be incredulous if I were told it was three times.

897. *Chairman.*] You said just now that you estimated that the 20 journeys

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to repay the instalments cost the borrower 1 *d.* each journey, and you did so because you had known a man occasionally pay 1 *d.* to the clerk to take his instalment after hours, if the clerk were to refuse to take it the man would have to pay 2*d.* in the 1 *l.* for every 1 *l.* he had borrowed, would not he?—Yes.

898. By paying 1 *d.* he escapes the increased fine which he would have to pay the next week?—Yes.

899. He does that, therefore, in reality, rather to escape the increased fine the next week than to save himself a journey?—If he is tardy he pays it to save the increased fine the next week; but upon the fact of his being tardy at all I base my calculation of 1 *d.*; he deliberately incurs the fine of 1 *d.* to save his day.

900. Do you think he deliberately incurs the fine, or does he come only late by accident?—It was from my knowing that many of them have deliberately incurred the fine that I spoke.

901. You might almost, therefore, put it at 2 *d.* instead of 1 *d.*, he paid 1 *d.* for being after hours, and he paid 1 *d.* as a bribe to the clerk?—That we found out, and stopped. There was always an item under the head of "Profit and Loss." There might be sometimes 6 *d.* we could not account for on the wrong side of the books, and sometimes 1 *s.*, and those fines on the other side of the book. In fact we always had a closing item of "Profit and Loss," which the fines generally kept on the right side.

902. Mr. *French.*] Are you aware whether Mr. Hutton sanctioned the imposition of that fine in your bye-rules?—My recollection does not go to our having had any sanction from any one; we may have had; I do not recollect any reference to Mr. Hutton.

903. *Chairman.*] Even taking into account the high rate of interest, which was 130 per cent. per annum for 1 *l.*, and less according as the sum increased, do not you think that small traders and small labourers often turn over their money very rapidly when they employ their capital themselves?—To suppose they do, would be to suppose that they were really a thriving class, and I do not think they are.

904. About harvest time a man might want to borrow money to buy a sickle; if he had not that sickle his labour would be lost?—A sickle costs only about 1 *s.* 6 *d.*

905. Or a scythe?—A scythe is 2 *s.* 6 *d.*

906. He might wish to buy a sickle for himself and two or three brothers, which, if he could not, the profits of their labour would be lost?—Loan Funds do not contemplate such low loans as would be applicable to that kind of implement; on the other hand, we are to consider that we are investigating the benefit on the whole of these institutions, and it would still remain to be considered whether such small advantages as the question contemplates are worth the obvious disadvantages.

907. We may think them small advantages, but they are not small to a man who has to keep his family out of those small advantages?—To afford those advantages to that limited class of people, you present the temptation which I have been condemning to a still larger class; it is the good of the institution on the whole we are to look to.

908. Many people may, in spite of the high rate of interest they pay, make a profit, may not they, or save themselves from a loss more than counterbalancing it?—Practically, I never knew anything of the kind.

909. Suppose a carrier wants money to buy a horse?—That would be the very species of loan which the establishment of Loan Funds would contemplate.

910. If he could not buy the horse he would be himself thrown out of employment for some time to come?—I think it is undeniable that individual cases may have arisen in which the parties have fairly paid their instalments and made their own, whatever they had invested the money in. I can conceive of a man borrowing money to buy a cow and paying his 5 *s.* a week out of the butter or the milk, and at the end of the time, having the cow to himself; but what I understand the whole of this examination to apply to is, the general result; I can give no particular instances of advantage.

911. If all people were perfectly provident and endeavoured to make the best use they could of their money, might not they make a profit very often to cover this high rate of interest?—I have already said it is possible; but if all the people were provident, I question if there would be any necessity for Loan Funds

Funds at all; I think transactions to any extent, under such circumstances, as I have expressed my opinion belong to Loan Funds, could not in the long run succeed.

912. It was stated by a witness the other day that small traders frequently turn over their money as often as once a fortnight, is that your impression?—I cannot answer the question from my own knowledge. Looking to the class of people to whom the question applies, I could scarcely credit it in the parts of the country I am acquainted with.

913. If they were to turn over their money once a fortnight they would be great gainers by borrowing, would not they, even at a high rate of interest?—A person carrying on a trade so successfully as that, I should think, would seek to borrow money far beyond the amount of 5 *l.* or 10 *l.* I know butter merchants in the town in which I reside who have sprung from nothing, but who have realized considerable amounts of money from accommodations supplied to them by banks, but that is supplied in a very different form from this. I do not think the class of people with whom I came in contact, as borrowers, at the Portadown Loan Fund, were people who turned over their capital in the way you describe, or would have been capable of it.

914. Mr. *French.*] At what rate was the accommodation given by the banks to those butter merchants you mention?—I rather think at the usual rate.

915. What do you consider to be the usual rate?—I am told 6 per cent.; but personally, I am not acquainted with the fact.

916. *Chairman.*] Do you think, generally speaking, the loans were made for reproductive purposes?—It is my impression that they were not.

917. Do you think they were often squandered away in riotous living?—I have no reason to think that; within my own knowledge, the repayment of debt was a very common thing, and I have good grounds for believing that the payment of rent was not unusual.

918. The repayment of debt, to a certain extent, might be a reproductive purpose, inasmuch as it might prevent a man's stock in trade being seized?—That is true.

919. Would not you consider it a reproductive purpose if it saved his stock in trade from being seized?—I do not think it would be so in the sense in which that term is used by the Loan Fund Societies; I understand the meaning of "reproductive" as employed in the phraseology of Loan Funds, to mean money which a man would invest to repay, out of its immediate profits, the weekly instalments.

920. In reality, does not it come to just the same as if the creditors seized his stock, and he bought the stock from the creditor?—He would then be possessed of capital upon which the Loan Fund Society might come; but he would not be making money with which to pay them, and in the long run to realise his own; he would be placing the Loan Fund Society in the position of his former creditor.

921. He would be enabling himself to continue the business and employ his time in reproductive purposes, would not he?—He would be exchanging the creditor of immediate urgency for a creditor who would enforce his claim 20 weeks hence.

922. Is it not the case that a man's time cannot often be employed profitably unless he has a small capital to trade on; if a carrier loses his horse he cannot employ his time unless he has the means to buy another?—Yes; but I have been all along contemplating really that upon which I understand the system of Loan Funds to be based, namely, that loans are given for the purpose of rapidly profitable investment, so that out of the profits of the loan it should be repaid, leaving itself as capital to be the man's own.

923. Are not you aware that the cause of an investment being rapidly profitable is, that the man employs his own labour also, so that he gets the wages of the labour, and the profit upon the capital?—Not necessarily; supposing a man purchases a cow, you can scarcely calculate upon the man's own labour; the wife milks the cow and churns the butter.

924. His wife's labour would be lost if he had not bought the cow?—That small amount of labour would; I cannot see that borrowing money to repay the debt, thereby substituting the Loan Fund Society for a more urgent creditor, at all means the same thing; however it may practically issue in the same result, as borrowing money to be invested for the production of profits.

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925. If it saves a loss of profit, it is as beneficial to the borrower as if it brought fresh profit, is not it?—That may be so, and yet it may not be consistent with the theory upon which the Legislature instituted these Loan Funds.

926. You said just now that it was your impression that these Loan Funds were very often resorted to for the purpose of paying rents; supposing a person just before rent day had invested his spare cash in some reproductive purpose, and had availed himself of a Loan Fund to meet an immediate demand upon him, would not that be in reality a reproductive loan, inasmuch as it enabled him to capitalise cash, which he otherwise could not have done?—Certainly; but we must deal with the facts, and the class of people I have in my view would speak of the money as being borrowed to pay the rent.

927. Supposing the man, before rent-day came, was to invest the cash he had, and which would enable him to pay the rent, in buying a pig, or some such investment of which he could make a profit in a short time, and then were to come to the Loan Fund Office, say the day before the rent-day, to obtain the money to pay his rent, would not that be, practically, an employment of the money for reproductive purposes?—Yes. But I have already answered a quesrion relative to pigs as an investment consistent with the Loan Fund system.

928. Do not you think that that may often have been done by persons who were said to avail themselves of the Loan Fund Society to pay their rent?—I do not believe it was so; I do not think it was a provident class of people who borrowed money to pay their rent.

929. I suppose it is the case with even a large class of farmers throughout the United Kingdom, that they avail themselves occasionally of the accommodation of a bank to prevent their having to part with their stock at a disadvantage?—No doubt of it.

930. Is there any reason why those small farmers should not avail themselves of a Reproductive Loan Fund in the same manner?—That question involves another consideration already adverted to, namely, what people ultimately retain as the result of the loan; of course there is a great difference in men's enterprise, and energy, and discretion, and all the other ingredients which are necessary for safe speculation; and in these respects the difference is vast between the peasantry and that substantial class of farmers to whom the question refers.

931. Those small farmers are capitalists in their own way; their pig or their calf is their capital?—Yes, and their moral qualifications are their capital too, and I think they break down as regards that.

932. Do you think they break down in their moral qualifications so much as not to be entrusted with credit?—Not if you use the words "moral qualifications" in the sense of honesty; I think they break down in the larger sense I have given to the words "moral qualifications;" I do not think they are fit to be trusted to speculate, not from a want of honesty, but from a want of other qualities, a want of steadiness, of judgment and discretion; and they have naturally adventurous spirit which deprives them in a great measure of their discretion upon these subjects.

933. If it deprives them of their discretion, does not it often stimulate them to enterprise, by which they obtain large profits?—That is gambling, which I suppose the legislature does not contemplate as a thing to be encouraged.

934. You said you were for some time a trustee or manager of the Portadown Loan Fund; how long did you continue in that capacity?—About six months.

935. What made you leave it?—The first thing that led me to leave it was this; I happened to be parochially visiting the pawnbroker I have referred to; I was speaking to him, or rather he began to talk to me about his proceedings; he boasted to me that his trade had received a most extraordinary stimulus; I doubted the fact, and he showed me his books, and proved to me, that during the year in which the *mont de piété* had been opened, his pledges had increased in number 1,776 above the preceding year, and the capital he had invested had increased 250 *l.*

936. Colonel *Greville.*] What was the number of deposits he had previously?—I do not recollect that; I know it struck me at the time as being a prodigious increase. This led me to consider the absurdity of the institution of the *mont de piété*, for instead of doing good it did harm, and I made an attempt to induce Mr. Porter and the other members of the trust to give up the *mont de piété* altogether. I was unsuccessful in inducing them to do so, and they determined to pursue the united system, and this rather rendered me indifferent to the Loan Fund;

Fund; it made me less anxious about it than I had been before, and it also led me to look into the whole of the subject, and to go more particularly into those calculations which I have given to-day. In the meanwhile, there happened to be a considerable increase in the number of defalcations, and several of my own parishioners, and the small class of borrowers and people in poor circumstances, represented to me the ruin which we had brought upon them. When I made those calculations, I found the thing was so monstrous, that I determined to resign it altogether, and I accordingly did so.

937. It was from general disapproval of the principle of Loan Funds, and not from any mismanagement, that you resigned your connexion with the society?—There was no mismanagement, on the contrary the management at that time appeared to be most successful.

938. How long did the Portadown Loan Fund exist?—I think they are only winding-up now.

939. Did not the Board, some time ago, send down a solicitor to inquire into the circumstances of the Portadown Loan Fund?—I do not know.

940. You said that the Loan Fund Societies, both in Portadown and in Tanderagee, were instituted by Mr. Porter, the agent to the Duke of Manchester; is he in the country now?—I understand he is in New Zealand: he has ceased to be connected with it, and I think it very likely that the smash of the Portadown Fund may have arisen from his absence. He was a very practical sharp-sighted man.

941. *Chairman.*] You said just now that for a person to borrow money from a Loan Fund Society to pay rent with, you thought was inconsistent with the principle of Loan Funds; do you regard Loan Funds as a strictly charitable institution, or as a commercial institution, or as a mixture of both?—Strictly charitable, I understand them to be.

942. Your observations about them are made on the supposition that they are strictly charitable institutions?—Strictly so; philanthropic institutions.

943. Do not you think it is the tendency of every charitable institution to run into abuse, after the original purpose of its establishment ceases to exist?—I think it is the tendency of all institutions to run into abuse.

944. Strictly charitable institutions particularly?—I cannot say that it is their tendency particularly, more than that of any other. I think there is a natural tendency in mankind to run into abuse.

945. A commercial institution is generally more strictly managed with regard to the question of profit and loss?—As contrasted with commercial institutions, I admit the inference; of course an institution in which the managers have not a personal interest is more likely to run into abuse from neglect.

946. On the whole, have you ever known any strictly charitable institution which did not end by doing more harm than good?—I could not answer that question at all.

947. Do you know anything about the clerk of the Portadown Loan Fund?—I knew him as a boy, when he was first introduced into the institution; he was then about 15 or 16 years of age; I have not known anything of him since.

948. Do you know anything of him now?—No; I have understood that he has absconded.

949. Colonel *Dunne.*] You say that many of these Loan Fund Societies were used as the means of paying rent; do you know of any instance, or do you believe there has been any instance in which those societies were established by landlords for the purpose of paying their own rent?—No; but the reason why I answered the question as I did, in reference to the Portadown Loan Fund, was rather from what I have heard and believe than from any personal knowledge of my own; there were some instances, while I was connected with it, in which we traced the loan to that purpose; but I do not think it would be for rent payable to the landlord, properly speaking. Subsequently, in 1847, there was a charge brought against the Portadown Loan Fund that, in fact, it was the rent office of the Tanderagee estate, the Duke of Manchester's estate.

950. It is a serious charge, and I desire to know whether you are of opinion that that charge is well founded?—To say that I am of that opinion from facts within my own knowledge, would be saying too much; I know the individual who urged the charge, and pursued it to an investigation, and a very shrewd and clever man he is, and I should be disposed to rely a good deal upon results traced out by him; the charge was tried before Mr. Piesse, and it did not satisfy

Rev. *C. K. Irwin.*

10 May 1855.

me that the Loan Fund was morally acquitted, though I believe it was technically so.

951. You mentioned, also, that you had an objection to the union of small farms with linen weaving; you think it a bad system that a man who is a linen-weaver should also have a farm?—Yes.

952. Are you aware of what was called conacre in Ireland?—Not practically; in our county it does not prevail.

953. You know enough of it to know that it was a means by which people who had not land, hired land for a time to raise the crop?—Yes.

954. You condemn that system?—I think that was a very improvident system.

955. Are you aware of a system which is now introduced very extensively in England called the allotment system?—Yes, garden allotments.

956. Does not that system resemble, to a certain extent, the small pieces of land held by weavers in Ireland?—No; if I understand garden allotments, they are what their name imports, gardens; I am speaking of a man calling himself a farmer at the same time that he is a weaver.

957. You would not object to a small plot of land being held by those weavers?—No.

958. Are you aware what is the average extent of land held by weavers in the north of Ireland?—Not generally speaking; the weavers are divisible into two classes, there are farmers under the head landlords, whose families weave, they themselves having holdings to the amount of five or six acres, seldom to the extent of 10 acres; and then there are weavers who are merely cottiers under the farmers; the cottier weaver, I think, makes a most improvident bargain by having land, because they all pay extravagant rents to their landlords; rent which, if the gentry of the country charged, they would raise a rebellion; the men who would rebel most do not scruple to charge in that way their own under-tenants.

959. If those men had that land at a reasonable rate, do you think it would be of any use to them in supporting their families?—I have often endeavoured to induce them to enter into a calculation with me on the subject, comparing their average wages as weavers, supposing they could put what they save into a box to buy food with in the market, with what they pay in buying seed, and providing labour, and giving their own labour, which might be employed in their own trade, taking into account also the risk of the crop failing, it always appeared to me that they would be richer by confining themselves to their trade.

960. What extent of land do these cottiers generally hold; do they hold more than an acre?—Not more than two acres at the outside.

961. Are you aware of the extent of the allotments in England?—I understood they were in roods.

962. Are you aware of the prices paid for those garden allotments in England?—No; I thought there was scarcely anything but a nominal rent paid; I thought they were let merely as a matter of benevolence; I understood it to be a philanthropic speculation of the gentry.

963. *Chairman.*] You said that the English allotment system differed from the small farms held by those weavers, inasmuch as they are gardens in England, and not farms; do not you think that the cultivation of land on a small scale, say to the extent of one or two acres by one person, almost always, more or less, partakes of the character of garden cultivation?—Inasmuch as it is spade cultivation, it does, but it was with respect to its being a profitable cultivation, or as the most economical means of providing part of their food, I was looking at it; I do not understand those gardens to be regarded as an assistance in maintaining a man's family, but as a means of healthful occupation of the man's leisure time, and also raising a few luxuries, perhaps.

964. You were just now referring to the profit or loss of a man holding one or two acres, and you take into account the labour employed in cultivating; does not he often employ his children in cultivating such a plot of land, who would be idle?—No; in the parts of the north of Ireland I am acquainted with, any young person who was able to cultivate a garden would be employed certainly in the trade of the family.

965. Mr. *Kirk.*] Is not it the fact, that those persons are obliged to hire, at a very high rate, men to plough and sow their ground, and that very often those wages are materially increased by the payment of them being deferred till the crop comes off the ground?—Or by their being obliged to pay it in manual labour

labour themselves, perhaps at the very moment when their own trade would be the most profitable. Rev. C. K. Irwin.

966. Mr. *French.*] If they borrowed money from the Loan Fund to enable them to pay the wages of those persons, or for the hire of ploughs, would not that objection be very considerably diminished?—That particular form of objection would be done away with; but all the objections I have already urged as to the speculative character of Loan Funds would be brought to bear; because, after all, the result would depend upon the crop; for instance, in the famine year it was ruin. 10 May 1855.

Martis, 15° die Maii, 1855.

MEMBERS PRESENT:

Mr. Pollard Urquhart.	Colonel Greville.
Mr. French.	Dr. Brady.
Mr. Kirk.	Mr. John Abel Smith.
Colonel Dunne.	

POLLARD URQUHART, Esq., IN THE CHAIR.

Francis Robert Bertolacci, Esq., called in; and further Examined.

967. Mr. *French.*] THERE seems to be some doubt as to the actual amount of the residue of the money lodged in the Treasury by the Reproductive Association in London; can you tell us accurately what amount of money is now in the hands of the Treasury?—From which portion of the fund do you mean? F. R. Bertolacci, Esq.

968. I mean from all; here is the Return which is before Parliament, the last return we had, and it may assist you by having that Return to look at—[*handing the same to the Witness*]?—That is to December 1853. There is a subsequent one to this deposited. My connexion with the Irish Reproductive Loan Fund terminated in March 1854. I have an account, similar to that made up to the 31st December 1853, to the 12th of June 1854. Subsequently to that date, the Treasury adopted a different minute to that which had been previously passed for the administration of the fund, by which such accounts in detail would be kept by the Paymaster of Civil Services in Ireland, and by the Paymaster-general in London. I will try to give you what information I can on this subject. May I ask, is my evidence before you that I corrected? 15 May 1855.

969. Mr. *Kirk.*] Here it is—[*handing a printed copy to the Witness*]?—I think you will find the whole stated in what I sent in to the Committee. This is not the copy as amended. I can give you the exact sums that were *transferred.*

970. Mr. *French.*] I want to know the exact sum *now* in the hands of the Treasury?—The clerk entrusted with the making out of these statements has not been able to make them up yet. I can give it up to June 1854; but since June 1854 there have been disbursements made by the Treasury, of which I have no cognizance.

971. Tell us what it was in June 1854?—I ought to mention, for fear of leading to any mistakes, the Treasury make up their accounts to the 31st of December in each year; therefore those amounts, which are included from December 1853 to June the 12th, 1854, may also be included in the subsequent return which you will receive from the Treasury up to December 1854. The balance remaining available at the disposal of the Treasury on the 12th of June 1854, taking into account the value of stock at the market price of that day, and also such profit as would have accrued by the disposal of the funded property upon that day above the rate at which it was purchased, would have left 41,193*l.* 6*s.* 6*d.*

972. Colonel *Greville.*] I understand you to say, that there were in the hands

F. R. Bertolacci, Esq.

15 May 1855.

of the Treasury, or available by them, the sum of 41,193 *l.* 6 *s.* 6 *d.*, being money and stock, and taking the value of the stock according to the market price of that day, the 12th of June 1854; I wish to know which is the correct answer, because the one is different from the other; do you value the 41,193*l.* 6 *s.* 6 *d.* according to the market price of the day, or is it according to the calculation which you made just now, because it makes a material difference; do you wish to amend your answer; and I ask whether you conveyed an impression which you did not intend with regard to the value of the stock, whether it is according to the market price of the day, or the cost to the Treasury?—It is according to the market price of the day; and I will explain it if you will allow me.

973. Mr. *French.*] Let me know the items of the 41,193 *l.* 6 *s.* 6 *d.*; what is it composed of?—That is composed of balance of fund originally granted to the Board in London, 5,703 *l.* 6 *s.* 1 *d.*; that is one item.

974. Mr. *J. A. Smith.*] Money?—Yes, 28,321 *l.* 4 *s.* 3 *d.* Balance of sums repaid by Loan Fund trustees in Ireland, that is to say, it is in cash and in cash value of stock.

975. Is this money?—Yes, cash and cash value of stock.

976. Is that to be added to the previous sum?—Yes. Balance of money applicable to the establishment of agricultural schools, 130 *l.* 0 *s.* 5 *d.* Balance of money granted for the promotion of fisheries in Ireland, 876 *l.* 6 *s.* 1 *d.*; Balance of additional capital to the fund originally appropriated to Ireland, by interest on investments, 5,199 *l.* 4 *s.* 6 *d.* Increased value of investments of sums collected in Ireland, 963 *l.* 5 *s.* 2 *d.*

977. Is that all?—That is all.

978. What is the total?—£. 41,193 *l.* 6 *s.* 6 *d.*

979. Those are the items composing that balance of 41,193 *l.* 6 *s.* 6 *d.*?—Yes.

980. In what shape was that sum of 41,193 *l.* 6 *s.* 6 *d.*; where was it, and in what shape?—There was a balance in the hands of the paymaster-general of 1,020 *l.* 6 *s.* 8 *d.*; there was a balance in the hands of the Paymaster of Civil Services in Ireland of 200 *l.* 14 *s.* 9 *d.*; there was a credit to cash, on account of purchase of stock of 39,008 *l.* 19 *s.* 11 *d.*; that is to say, cash converted into stock.

981. Dr. *Brady.*] You merely put down the money you give for the stock?—Yes, and the last-mentioned sum is the amount of cash which remained invested in stock and Exchequer Bills after some sales of stock had taken place.

982. Mr. *J. A. Smith.*] Do you know what amount of stock you held?—Yes, and what I have given you in the hands of the paymaster is the balance in hand, and this is a balance of cash invested on the stock account of what was bought and sold, leaving so much to the credit.

983. How much stock did you hold on that day?—£. 27,206. 16 *s.* 1 *d.* for cash amounting to 39,008 *l.* 19 *s.* 11 *d.*

984. I ask you how much stock did that represent?—This is the balance remaining to the credit of cash on account of stock.

985. What is your fourth item?—Profit by increased value of investments, 963 *l.* 5 *s.* 2 *d.*; you will find that will make up the balance.

986. Colonel *Greville.*] Is that the whole?—Yes; that shows how the 41,193 *l.* 6 *s.* 6 *d.* is made up.

987. Mr. *J. A. Smith.*] You have told the Committee what your balance was, and what it was composed of; you have got one question more to answer; what was the amount of stock represented by 39,008 *l.* 19 *s.* 11 *d.* and 963 *l.* 5 *s.* 2 *d.*, the profit?—This last sum has no reference to the amount of stock, but is the sum variable according to the market price of the day.

988. Colonel *Greville.*] The last account you gave is on the 12th of June 1854, those four sums?—The 12th of June 1854 the account is made up to.

989. Mr. *Kirk.*] Was the stock held on the 12th of June 1854, the same as that held on the 31st of December 1853, as contained in the subsidiary statement, No. 7?—No.

990. There appeared to have been stock sold by that account?—Yes, a sale of 4,400 *l.* stock sold, producing 4,006 *l.* 0 *s.* 8 *d.*

991. Can you give the answer now?—The balance of stock was 27,206*l.* 16*s.* 1*d.* funded stock; I mean in contradistinction from Exchequer bills; there are Exchequer bills 14,800 *l.*, and that makes up the total sum invested, that is to say, the balance of the investments.

992. Colonel

992. Colonel *Greville.*] This 27,206 *l.* 16 *s.* 1 *d.* is stock?—Yes; there is Exchequer Bills 14,800 *l.* to be added to that.

993. Mr. *Kirk.*] This is the gross stock?—Yes; that is, taking Exchequer bills as stock.

994. Colonel *Greville.*] Is that 27,206 *l.* 16 *s.* 1 *d.* stock the stock itself, or the cash value of the stock?—The stock itself.

995. Dr. *Brady.*] Between stock and Exchequer bills you have 42,206 *l.* 16 *s.* 1 *d.*?—Yes, which represents 39,008 *l.* 19 *s.* 11 *d.*, the balance of cash invested.

996. Mr. *Kirk.*] Where and from whom are we to acquire the knowledge of what the actual balance now is or was, on the 31st of December; I suppose the 31st of March would be the last making up of the account?—No, under the Act of Parliament it is made up to the 31st of December in each year. There is one thing I wish to put on the records of the Committee, and that is, that though my appointment was in terms to collect the funds vested in the Her Majesty, and otherwise to carry out the provisions of the Act of Parliament, yet, in point of fact, no moneys have ever come through my hand, and I have in no manner, directly or indirectly, ever received any cash as an accountant; I have received no sums but those which have been paid to me on account of salary, travelling expenses, or incidental items, connected with the management of the fund.

REPORT

FROM THE

SELECT COMMITTEE

ON

LOAN FUND SOCIETIES (IRELAND

WITH THE

PROCEEDINGS OF THE COMMITTEE,

AND

MINUTES OF EVIDENCE.

Ordered, by The House of Commons, *to be Printed,*
24 *May* 1855.

[*Price* 10*d.*]

259.

Under 12 *oz.*

FIRST REPORT

FROM THE

SELECT COMMITTEE

ON

LONDON WRIT.

Ordered, by The House of Commons, *to be Printed,*
10 *July* 1855.

Martis, 26° *die Junii*, 1855.

Ordered, THAT the Contract entered into by Messrs. Rothschild & Co. with Her Majesty's Government, on the 20th day of April last, for a Loan of Sixteen Millions for the Public Service, be referred to a Select Committee, and that they be directed to Report their Opinion whether Baron Lionel Nathan de Rothschild has vacated his Seat by reason of the said Contract.

Veneris, 29° *die Junii*, 1855.

Committee nominated of,—

Mr. Attorney-General.	Mr. George Butt.
Mr. Solicitor-General.	Mr. Thomas Duncombe.
The Lord Advocate.	Lord Seymour.
Mr. Walpole.	Mr. Napier.
Mr. Disraeli.	Mr. Freshfield.
Lord Hotham.	

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

Martis, 10° *die Julii*, 1855.

Ordered, THAT the Committee have power to Report their Opinion from time to time to The House.

FIRST REPORT.

THE SELECT COMMITTEE appointed to Report their Opinion whether Baron Lionel Nathan de Rothschild has vacated his Seat by reason of the Contract entered into by Messrs. Rothschild & Co. with Her Majesty's Government, on the 20th day of April last, for a Loan of Sixteen Millions for the Public Service, and who were empowered to Report their Opinion from time to time to The House;——Have considered the Matters to them referred, and have come to the following Resolution, which they have agreed to Report to The House:

"THAT Baron de Rothschild having applied to be heard by Counsel, the Committee are of opinion that it is expedient to accede to Baron Rothschild's application."

10 *July* 1855.

FIRST REPORT

FROM THE

SELECT COMMITTEE

ON

LONDON WRIT.

Ordered, by The House of Commons, *to be Printed,*
10 *July* 1855.

377.

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SECOND REPORT

FROM THE

SELECT COMMITTEE

ON

LONDON WRIT;

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
17 *July* 1855.

401.

Martis, 26° *die Junii*, 1855.

Ordered, That the Contract entered into by Messrs. Rothschild & Co. with Her Majesty's Government, on the 20th day of April last, for a Loan of Sixteen Millions for the Public Service, be referred to a Select Committee, and that they be directed to report their Opinion whether Baron Lionel Nathan de Rothschild has vacated his Seat by reason of the said Contract.

Veneris, 29° *die Junii*, 1855.

Committee nominated of,—

Mr. Attorney-General.	Mr. George Butt.
Mr. Solicitor-General.	Mr. Thomas Duncombe.
The Lord Advocate.	Lord Seymour.
Mr. Walpole.	Mr. Napier.
Mr. Disraeli.	Mr. Freshfield.
Lord Hotham.	

Ordered, That the Committee have power to send for Persons, Papers, and Records.

Ordered, That Five be the Quorum of the Committee.

Martis, 10° *die Julii*, 1855.

Ordered, That the Committee have power to report their Opinion from time to time to The House.

Mercurii, 11° *die Julii*, 1855.

Ordered, That Baron Lionel Nathan de Rothschild be at liberty to appear before the Select Committee on the London Writ, by his Counsel and Agents.

Martis, 17° *die Julii*, 1855.

Ordered, That the Committee have power to report the Minutes of Evidence taken before them to The House.

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SECOND REPORT.

THE SELECT COMMITTEE appointed to Report their Opinion whether Baron Lionel Nathan de Rothschild has vacated his Seat by reason of the Contract entered into by Messrs. Rothschild & Co. with Her Majesty's Government, on the 20th April last, for a Loan of Sixteen Millions for the Public Service, and who were empowered to report their Opinion from time to time, and also the Minutes of Evidence taken before them, to The House;——Have further considered the Matters to them referred, and have agreed to the following REPORT:

YOUR Committee having taken into consideration the document of the 20th April last, specified in the Order of Reference, and therein referred to as the contract entered into by Messrs. Rothschild & Co. with Her Majesty's Government, on the 20th day of April last, for a loan of sixteen millions, and having received evidence as to the circumstances and transactions connected with the loan, and having also heard counsel on the part of Baron Rothschild, pursuant to the Order of The House, are of opinion, That there was no contract, agreement, or commission between Messrs. Rothschild & Sons, or Baron Lionel de Rothschild, and the Commissioners of Her Majesty's Treasury, for or on account of the public service, within the true intent and meaning of the 22d Geo. 3, c. 45.

17 *July* 1855.

PROCEEDINGS OF THE COMMITTEE.

Mercurii, 4° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. T. Duncombe.	Lord Seymour.
Mr. George Butt.	Mr. Walpole.
Mr. Napier.	Mr. Disraeli.
Mr. Freshfield.	

Mr. Walpole called to the Chair.

Committee deliberated as to their course of proceeding.

[Adjourned to To-morrow, at Two o'clock.

Jovis, 5° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE in the Chair.

Lord Seymour.	Lord Hotham.
Mr. Napier.	Mr. Disraeli.
Mr. Solicitor-General.	Mr. Freshfield.
Mr. G. Butt.	Mr. Attorney-General.
Mr. T. Duncombe.	

Mr. *Weguelin*, Governor of the Bank of England; and Mr. *Wilson*, a Member of the House, examined.

Committee deliberated.

[Adjourned to Monday next, at One o'clock.

Lunæ, 9° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE in the Chair.

Mr. Disraeli.	Mr. T. Duncombe.
Lord Seymour.	Mr. Freshfield.
Mr. G. M. Butt.	The Lord Advocate.
Lord Hotham.	

Mr. *Wilson*, a Member of the House, further examined.

A letter addressed to the Chairman by Baron L. N. de Rothschild, applying to be heard by Counsel before the Committee, was read.

Committee deliberated.

[Adjourned to To-morrow, at Two o'clock.

Martis, 10° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE in the Chair.

Mr. Disraeli.	Lord Hotham.
Mr. T. Duncombe.	Mr. Attorney-General.
Lord Seymour.	Mr. Solicitor-General.
Mr. Freshfield.	The Lord Advocate.

Mr. *Weguelin* further examined.

Committee deliberated.

Motion made, and question proposed, "That Baron Rothschild having applied to be heard by Counsel, the Committee are of opinion, that it is expedient to accede to Baron Rothschild's application" (Mr. *Attorney-General*).—Amendment proposed, to leave out from the word "that" to the end of the question, in order to add the words, "the Committee do proceed to discuss the question which has been referred to them by The House, and that the consideration of the application of Baron Rothschild, to be heard by counsel, be for the present postponed" (Mr. *Solicitor-General*):—Question put, "That the words proposed to be left out stand part of the question."—The Committee divided:

Ayes, 4.	Noes, 4.
Lord Hotham.	Mr. Disraeli.
Mr. Freshfield.	Lord Seymour.
The Lord Advocate.	Mr. T. Duncombe.
Mr. Attorney-General.	Mr. Solicitor-General.

Whereupon the Chairman declared himself with the Ayes.

Main question put and agreed to.

Motion made, and question, "That the Chairman do report this Resolution to The House" (Mr. *Attorney-General*), put, and agreed to.

Motion made, and question put, "That application be also made to The House to order Counsel to appear on the other side" (Lord *Hotham*).—The Committee divided:

Ayes, 2.	Noes, 6.
Lord Hotham.	Mr. Disraeli.
Mr. T. Duncombe.	Lord Seymour.
	Mr. Freshfield.
	The Lord Advocate.
	Mr. Attorney-General.
	Mr. Solicitor-General.

[Adjourned to Monday next, at Twelve o'clock.

Lunæ, 16° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE in the Chair.

Lord Seymour.	Mr. Disraeli.
Mr. Freshfield.	The Lord Advocate.
Lord Hotham.	Mr. Thomas Duncombe.
Mr. Solicitor-General.	Mr. Attorney-General.

Order of The House, of July 11, read as follows: "Ordered, That Baron Lionel Nathan de Rothschild be at liberty to appear before the Select Committee on the London Writ, by his Counsel and Agents."

Mr. *Bramwell*, Q. C., and Mr. *Honyman*, appeared as Counsel for Baron L. N. de Rothschild.

Mr. *Chatfield* appeared as Agent.

Mr. *Bramwell* was heard on behalf of Baron Rothschild, with reference, first, to the question, whether there was any contract at all, and, second, that if there was, whether it was one within the Act of Parliament; and contended that, upon both these questions, Baron Rothschild was entitled to the opinion of the Committee in his favour.

Mr. *Honyman* followed on the same side.

Room cleared. Committee deliberated.

[Adjourned to To-morrow, at Two o'clock.

Martis, 17° die Julii, 1855.

MEMBERS PRESENT:

Mr. WALPOLE in the Chair.

Lord Hotham.	Mr. Thomas Duncombe.
Mr. Freshfield.	Lord Seymour.
Mr. Disraeli.	Mr. Attorney-General.
Mr. Solicitor-General.	The Lord Advocate.

Committee deliberated.

Motion made and question proposed, "That there was no contract, agreement or commission between Messrs. Rothschild & Sons, or Baron Lionel de Rothschild, and the Commissioners of Her Majesty's Treasury, for or on account of the public service within the true intent and meaning of the 22 Geo. 3, c. 45" (Mr. *Solicitor-General*).—Question put.—The Committee divided:

Ayes, 6.	Noes, 2.
Mr. Disraeli.	Mr. Attorney-General.
Mr. Thomas Duncombe.	Lord Hotham.
Mr. Freshfield.	
Lord Seymour.	
Mr. Solicitor-General.	
The Lord Advocate.	

Motion made, and question, "That this Resolution be reported to The House" (Mr. *Walpole*), put, and agreed to.

Motion made, and question, "That the Minutes of Evidence be reported to The House" (Mr. *Walpole*), put, and agreed to.

Ordered to report.

MINUTES OF EVIDENCE.

LIST OF WITNESSES.

Jovis, 5° die Julii, 1855.

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MINUTES OF EVIDENCE.

Jovis, 5° die Julii, 1855.

MEMBERS PRESENT.

Mr. Walpole.	Mr. Duncombe.
Mr. Solicitor-General.	Lord Hotham.
Lord Seymour.	Mr. George Butt.
Mr. Napier.	Mr. Disraeli.
Mr. Freshfield.	Mr. Attorney-General.

THE RIGHT HON. SPENCER HORATIO WALPOLE, IN THE CHAIR.

Thomas Matthias Weguelin, Esq., called in; and Examined.

T. M. Weguelin, Esq.

5 July 1855.

1. *Chairman.*] YOU are Governor of the Bank of England?—I am.
2. Do you know Baron Rothschild's handwriting?—Yes.
3. Do you know whether that is his signature (*a paper being shown to the Witness*)?—Yes; my impression is that that is his signature.

[*The same was read, as follows:*]

Sir, London, 20 April 1855.

In conformity with the public notice issued by the Treasury, we have the honour of submitting the following offer for the loan of 16,000,000*l.*

We agree to take the whole of the 16,000,000*l.*, Three per Cent. Consolidated Annuities, with dividend from the 5th of January last, at par, payable in instalments at the periods stated on the said notice, upon receiving for each 100*l.* an annuity of 14*s.* 6*d.* per cent., terminable in 30 years, to commence from the 5th instant, payable half-yearly, and we are accordingly ready to pay the required deposit upon the same.

We remain, &c.
(signed) *N. M. Rothschild & Sons.*

To the Right Honourable Lord Viscount Palmerston,
and the Chancellor of the Exchequer,
&c. &c. &c.

4. Will you look at this, which purports to be a contract signed by N. M. Rothschild & Sons, tendering a loan to the Government, and which has also, as witnesses, your own name and the name of the Deputy-governor of the Bank of England (*a paper being shown to the Witness*); were you a witness to that contract when it was signed?—Yes; I was a witness to this. I saw Baron Lionel Rothschild sign that.

[*The same was read as follows:*]

Whitehall, Treasury Chambers, 20 April 1855.

We hereby engage with the Lords Commissioners of Her Majesty's Treasury, to subscribe the sum of 16,000,000*l.* in money for the loan for the service of the year 1855, on the following terms, viz.—

For every 100*l.* subscribed, to receive 100*l.* Three per Cent. Consolidated Annuities, and an annuity for 30 years of 14*s.* 6*d.*

The interest on the said Three per Cent. Consolidated Annuities to commence from the 5th day of January 1855, and the annuity for 30 years from the 5th April 1855.

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The dates of payment to be as follows:

Tuesday,	24 April	1855	Deposit of	10	per cent.
„	22 May	„	Payment of	15	per cent.
„	19 June	„	„	10	„
„	17 July	„	„	15	„
„	21 August	„	„	10	„
„	18 September	„	„	10	„
„	16 October	„	„	10	„
„	20 November	„	„	10	„
„	18 December	„	„	10	„

For each instalment after the deposit, a proportional amount of stock and annuity to be credited to the contributors in the books of the Bank of England.

The stock and annuity for the deposit, and the last instalment, to be credited on payment of such instalment.

(signed) *N. M. Rothschild & Sons.*

Witnesses:

(signed) *J. M. Weguelin*,
Governor of the Bank of England.

Sheffield Neave,
Deputy-Governor of the Bank of England.

5. Mr. *Disraeli.*] It is here stated, "For each instalment after the deposit a proportional amount of stock and annuity to be credited to the contributors in the books of the Bank of England." Who are we to understand are the contributors, according to your interpretation of that paragraph?—The subscribers. The names were given in subsequently by Messrs. Rothschild, who are the contractors.

6. Then we are to understand that Messrs. Rothschild give in to the Bank of England the names of the subscribers or contributors to the loan?—Precisely.

7. And the names of the subscribers to the loan are then placed in your books?—Yes.

8. Of course we can have a list of the names of the contributors to the loan?—Yes.

9. *Chairman.*] Can you furnish the Committee with a list of those contributors?—I have no doubt of it. I am not, however, sure that the Bank can furnish that list. A list was furnished to the Bank by Messrs. Rothschild, and scrip receipts were issued upon that list, but I am not sure that the list has been retained.

10. Mr. *Duncombe.*] Do not the present contributors to the loan make a deposit in the Bank of England in the name of Baron Rothschild, or in their own names, for the purpose of indemnifying him for the application which he made to the Government for this loan?—No.

11. In point of fact, was not Baron Rothschild the agent of many of those parties in applying to the Government for this loan?—We have no cognisance of that fact. The applications were made to Messrs. Rothschild, and the deposit was paid to Messrs. Rothschild. We knew nothing of the deposit until the contract had been signed, and then the deposit was made with the Bank of England.

12. I see that in the Act of the 18th of Victoria (as well as in the previous Act of 1847), there are these words used in the 24th section: "And the said Governor and Company of the Bank of England, or any member thereof, shall not incur any disability for or by reason of their doing any matter or thing in pursuance of this Act." Can you state to the Committee what constitutes a "Member" of the Bank of England?—It may mean a director or a stockholder; a proprietor may be considered a member. Any person holding a certain amount of stock votes at the meetings of the Bank proprietors.

13. Mr. *Solicitor-General.*] What is the Company of the Bank of England composed of; is not it constituted of the governor and directors, and the holders of bank stock?—Yes.

14. Then a holder of bank stock would be a member of the Bank of England?—I presume so.

15. Mr. *Duncombe.*] Is Baron Rothschild a member of the Bank of England?—I cannot answer that question positively, but I believe he is.

James Wilson, Esq., a Member of The House, Examined.

16. *Chairman.*] I BELIEVE the Government required to have a loan early in the month of April in this year?—Yes.

17. And they gave notice of their wish to obtain a loan to those who were willing to subscribe to it?—Yes.

18. Were any offers made to you for the loan on the part of Messrs. N. M. Rothschild & Sons?—Yes.

19. On what day?—On the 20th of April.

20. Is the paper which you hold in your hand the offer which was made to you for the loan on the part of Messrs. Rothschild & Sons?—It is.

21. Is the other paper which you hold in your hand the engagement to make the loan entered into on the part of N. M. Rothschild & Sons?—It is.

22. With reference to loans of this description, can you produce any contracts for loans, or engagements to make a loan, in any prior year?—We have none that we can find earlier than 1801; but I have all the loans that have been made since 1801 down to the present time.

23. Are they made in a similar form to this?—There are very slight differences.

24. Have any of those engagements to make a loan got a condition in the loan, or at the foot of the loan, that no Member of the House of Commons shall be admitted to any share or part of the contract, or to any benefit to arise therefrom?—No.

25. None of those engagements have that condition inserted in them?—None of them.

26. Have you seen contracts made by the Government with persons in other departments of the State?—Yes, I have obtained contracts from each of the other departments; first of all, from the Post-office. The Post-office contract for carrying the mails contains this clause. The marginal note is, "No Member of Parliament to share in the contract," and the clause is as follows: "And in pursuance of the directions contained in a certain Act of Parliament, made and passed in the 22d year of the reign of King George the Third, intituled, 'An Act for restraining any Person concerned in any Contract, Commission, or Agreement made for the Public Service from being elected, or sitting and voting, as a Member of the House of Commons,' it is hereby expressly declared and agreed, and these presents are upon this express condition, and the contractor doth covenant, for himself, his heirs, executors, and administrators, that no Member of the House of Commons shall be admitted to any share or part of this contract or agreement, or to any benefit to arise therefrom."

27. Are you aware whether in the other contracts which the Government make in other departments, a similar clause to that is or is not inserted?—With regard to the Ordnance Department, which is another large contracting department, I find in all the forms of contract a clause, "No Member of the House of Commons to be admitted to any part or share of the contract, or to any benefit to arise therefrom; and the principal officers of Her Majesty's Ordnance are not to be answerable in their private capacities, and in their own persons or estates, for anything connected with or arising out of the contract."

28. Are any contracts entered into on the part of the Commissioners of Her Majesty's Treasury in which a clause similar to that has been inserted?—I could not answer that; I do not think we enter into any contracts but for loans.

29. You think that no contracts are entered into by the Commissioners of the Treasury except contracts for loans?—I am not aware of any other contracts that we make, except through subordinate departments.

30. Mr. *Disraeli.*] Might not the Commissariat have made contracts?—The Commissariat might have made contracts, but I do not think those contracts would be made in the name of the Treasury.

31. In whose name would they be made?—That I can hardly tell; but I will inquire into that, and give the Committee that information. I ought also to add that, with regard to the Stationery Office, a similar clause is contained in all their contracts, and in the two departments of the Navy, the Victualling Department

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and the Naval Department, they have also the same clauses. As far as I have been able to ascertain, in the short time I have had this morning for making the inquiry, I believe that every one of the contracts made by all the departments of the Government have always that clause; and I am informed by the oldest persons in the office that no one can recollect any contract being made without that clause in any of the departments.

32. *Chairman.*] Will you have the goodness to turn to any engagement for a loan made by the Treasury, shortly after 1808, if you have one of that date?—There is one on the 31st of May 1808 (*producing the same*); here is one in 1810.

33. This condition is not inserted in either of those?—Not in any of them; there is no change whatever in the form of the contract at that period.

34. I see that in the engagement in 1808 the words are, "On our own parts, and on behalf of the gentlemen authorising us to sign for them." That is a different form from the engagement before the Committee?—Yes; that change took place in 1812; the present form was adopted in 1812, and since 1812 every contract has been in the same form.

35. Mr. *Duncombe.*] Have you one of the contracts of 1812?—Yes. Here is the first contract in 1812, in which the present form was adopted (*producing the same*). Previously to that they were all in the same form, except the one of 1801, which was very slightly different, but in no important respect.

36. *Chairman.*] Will you have the goodness to put in the form of engagement prior to 1812, that we may be able to compare it with the form of engagement which has been adopted since?—I will do so.

[*The same was delivered in, and is as follows:*]

Whitehall, Treasury Chambers, 16 May 1810.

We hereby engage, on our own parts and on behalf of the gentlemen authorising us to sign for them, to subscribe 12,000,000*l.* in money, for the loan of the present year, on the following terms, viz.:

For every 100*l.* subscribed to receive 130*l.* capital stock in Reduced Annuities, after the rate of 3*l.* per centum per annum, the interest whereon is to commence from the 5th day of April last, and 10*l.* 7*s.* 6*d.* capital stock in Consolidated Annuities, after the rate of 3*l.* per centum per annum, the interest whereon is to commence from the 5th day of January last

A discount to be allowed of 3*l.* per centum on the whole money advanced beyond the instalments, up to the latest period of them, in the usual manner.

The property tax not to attach on the first scrip dividends payable on the 5th July and the 10th day of October next.

The dates of the payments to be as follows, viz.:—

	£.
18th May - 1810 - - - - - - -	10 per cent.
22nd June - „ - - - - - - -	10 „
13th July - „ - - - - - - -	15 „
17th August „ - - - - - - -	10 „
14th September, „ - - - - - - -	10 „
19th October „ - - - - - - -	15 „
16th November „ - - - - - - -	10 „
14th December „ - - - - - - -	10 „
17th January 1811 - - - - - - -	10 „
£.	100

(signed) *Baring, Brothers, & Co.*
F. J. Angerstein.
John Ayton.
Thos. T. Ellis.
} For Six Millions.

Abrm. Goldsmid, Son, & Moxon, for Six Millions.

Witness, *John Pearse.*

37. Mr. *Freshfield.*] Do you happen to have the contract of the year 1782, which is the 22nd of Geo. 3, the Act of Parliament being the 22nd of Geo.

Geo. 3, c. 8?—No. I find that they had loans in 1781, 1782, 1783, and 1784, but we have no copies of the contracts; we can find nothing earlier than 1801.

38. *Chairman.*] Can you find no memorandum of them?—We can find no memorandum. We have looked to see if we could find anything about the loan of 1796, because that was a loan also for the same purpose, and in spirit the same; but it was in a different form; it was a subscription loan of the Bank of England. But we are unable to find any documents connected with it. None of these loans, except the loan of 1835, are signed by any parties but the contractors or those who engage. The loan of 1835 is signed by all the Lords of the Treasury, from the First Lord downwards.

39. Do you think that there is not in the Treasury any list of the contributors to the loan of 1783?—No; we have no trace of those loans; but Mr. Anderson, who is at the head of the Revenue Department, tells me that he thinks that if he had time to put himself in communication with Mr. Marshall, of the Bank of England, he could procure the particulars of those more distant loans.

40. Mr. *Solicitor-General.*] Has any list of the contributors been furnished to the Treasury?—No; it has never been the practice for the Treasury to have any list of the contributors.

41. *Chairman.*] You only look to the parties who sign the engagement?—We only know the parties who sign the engagement; but I ought to say that I believe that at the Treasury it has never been considered that we have any claim upon the contractor beyond the loss of his deposit, in case of any breach of contract, unlike other Government contracts. In all those other contracts made by the Government there is a distinct penalty which can be sued for.

42. *Chairman.*] But surely they are bound to you by the engagement to make good the contract?—The Solicitor of the Treasury tells me that though we have regarded it as such, there is no liability on the part of the contractor for the loan, further than the deposit which he pays.

43. Has there been any case in which a person has failed in fulfilling his engagement, and in which he has been called upon to do so?—I am not aware of any case in which any person has failed, and consequently I am not aware of any case in which he has been called upon. I only stated what the Solicitor of the Treasury had given me as his opinion.

44. Mr. *Freshfield.*] If Baron Rothschild had written to you the same night to say that he found the loan so very unpalatable in the City that he declined it altogether, then the understanding at the Treasury would have been that there was an end of the transaction?—I do not say what the understanding would have been. All that I said was, that I had been told by our solicitor what would have been the legal effect.

45. Then I understand you to say, that the public would have incurred no responsibility if the Chancellor of the Exchequer had written the next morning to say that there was no transaction?—If the Chancellor of the Exchequer had written the next morning to say that, or if the House of Commons had refused to sanction it, in either case, I apprehend, there would have been no liability on the part of the Government.

46. *Chairman.*] Are we to understand that the Solicitor for the Treasury informed you, that if after Parliament had sanctioned the loan by passing an Act of Parliament, the parties who had made the engagement had refused to fulfil it, you, as representing the Treasury, consider that you had not the power of enforcing that engagement against the persons who signed it?—I merely stated what the Solicitor to the Treasury told me to be his opinion, that he considered that if any of the parties to this loan, after this engagement had been entered into, had failed to pay his instalments, we had no recourse against him, except the loss of his deposit, and the instalments he had paid.

47. Lord *Seymour.*] You have produced to the Committee contracts for different departments; in each of those cases might not the department so contracting afterwards favour the contractor who entered into the contract, by giving him a longer time to fulfil the conditions, or in various other respects with regard to the terms of his contract?—It would be quite within their power to do so.

48. In the case of the engagement entered into by the Treasury for a loan,

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is it within the power of the Treasury, having entered into such engagement, afterwards to favour, or to give any advantage to the person who has entered into the contract when it has been sanctioned by Act of Parliament?—Certainly not, without going to Parliament again, as in the case of the loan of 1796. In that case, after the loan was taken, Mr. Pitt came down to the House of Commons (as far as I remember), and described to the House of Commons the disadvantage which the public contractors laboured under, and proposed more favourable terms to Parliament, which Parliament agreed to. But without the sanction of Parliament certainly it would not be competent to the Treasury to do anything of the kind.

49. Therefore the Government could not grant to a contractor for a loan any favour as it might grant a favour to any other contractor?—Undoubtedly not. I may add, that after the contractor signs the contract we have no cognizance of any individual in the fulfilment of that contract, because on the very following day the stock may be all sold in the public market to third persons, and those third persons fulfil the contract. It passes through a variety of hands before the instalments are paid, and we lose the identity of the persons altogether.

50. Mr. *Solicitor-General.*] From whom do you receive the first deposit?—The first deposit is paid into the Bank of England by the contractors, in order that the Bank of England may know to whom they have to deliver the scrip.

51. Supposing the loan has been distributed before the deposit is paid, then the deposit is paid by several persons taking portions of the loan?—In the present instance it was so. The deposits were paid by the different contributors to that loan to the Rothschilds, before the contract was entered into. But that was an exception to the common rule. I believe that plan was never adopted upon any former occasion.

52. Mr. *Freshfield.*] Do you happen to have discovered among the records of the Treasury that there was a loan upon which the deposit was forfeited?—No.

53. Mr. *Duncombe.*] Will you have the goodness to look at the contract in June 1812, and read the signatures to it?—The signatures are Baring Brothers & Company, J. J. Angerstein, W. Dawes, Thomas Ellis, Robarts, Curtis & Company, George Ward, John Baines, James Stiers, and others.

54. You are aware that many of those contractors were Members of Parliament at the time they obtained that contract?—Yes. As far as we can make out those contractors, comparing the signatures with the lists of the Members of the House of Commons at those times, we find in every one of those contracts a number of Members of Parliament as parties. The earliest we have is 1801. We find in that no fewer than five Members of Parliament, as far as we can distinguish by the signatures, and in the companies there might have been a great many more included.

55. Mr. *G. Butt.*] And the same is true throughout the whole of them?—Yes; in 1812 there are at least three Members of Parliament, and in 1815 there are at least three Members of Parliament.

56. Mr. *Duncombe.*] If the section of the Act of 22 Geo. 3, commonly called the Contract Act, requiring the condition to be inserted in all public contracts, that no Members of the House of Commons shall have any advantage therefrom, had been complied with, by inserting that condition in the Treasury Loan Contracts, could any of those gentlemen have signed those contracts?—I apprehend that they could, because I apprehend, as far I understand (but, of course, I am speaking only of my own understanding of the clause of the Act), this does not apply to persons taking contracts, but to persons who, after having taken a contract, shall divide it with other persons, or admit other persons into the benefit of it.

57. Do you consider that that accounts for the omission of this condition in the loan contract?—No, I do not think it does; because I do not see any reason why, if that Act was intended to apply to a public loan, the same condition was not as necessary in this contract as in the other contracts to which I have referred; because, in those other contracts, the same observation applies, that it is not the contractor himself merely that has to be considered, but those who may evade the Act of Parliament, by becoming parties to the contract after the contract is entered into.

58. Then

58. Then how do you account for the omission of this condition in these contracts?—I cannot account for it at all. *J. Wilson*, Esq., M. P.

59. *Chairman.*] I perceive that in the 48th of George the Third, chapter 1, which was an Act passed "for regulating the issuing and paying off of Exchequer Bills," there is this clause inserted: "And be it further enacted, that the Governor, Deputy-governor, and Directors of the Bank of England, shall not be disabled from being elected, or from sitting and voting in the House of Commons, by reason of such contracts entered into by them on behalf of or for the benefit of the Governor and Company of the Bank of England;" do you know whether there is a similar clause inserted in Acts of Parliament with reference to the issuing and paying off Exchequer Bills now?—I am not aware of any; but I should have regarded that clause as being utterly unnecessary, because I think the original Act excepted corporations; and therefore I should have considered that the Bank of England was excepted in the first instance. 5 July 1855.

Lunæ, 9° die Julii, 1855.

MEMBERS PRESENT:

Mr. Walpole.	Mr. Thomas Duncombe.
Lord Seymour.	Mr. G. Butt.
Mr. Disraeli.	Mr. Freshfield.
The Lord Advocate.	Lord Hotham.

THE RIGHT HON. SPENCER HORATIO WALPOLE, IN THE CHAIR.

James Wilson, Esq., a Member of The House, further Examined.

60. *Chairman.*] AT our former meeting you gave us some evidence respecting the different engagements for loans which you had been able to find in the Treasury. Have you since examined the archives of the Treasury in order to ascertain whether there are any other loans, or engagements for loans, which you can furnish us information about?—First of all I will answer a question which I was unable to answer the other day. I was asked whether there were any other contracts taken by the Treasury; I find there are none. The Commissariat contracts are taken by the Deputy Commissaries-General. As far as I can ascertain, there are no contracts whatever taken by the Commissioners of the Treasury. I have since seen, which I had not then, the charter-party of the Admiralty in engaging ships, and I find that the charter-party of the Admiralty also contains that clause against Members of Parliament participating in the benefits, so that I think I am in a condition to say, that in every other department of the State where contracts are taken in the usual acceptation of the word "contract," that clause is included. *J. Wilson*, Esq., M. P. 9 July 1855.

61. The engagements for loans which you furnished us with only commenced in the year 1801. The Act of Parliament which relates to contracts is in the year 1782. I believe there was a loan negotiated by Government in 1783, and another in 1793?—There were loans, I believe, in almost every year. There was a loan in 1781, 1782, 1783, and 1784, and 1790; but in the year 1782, at the very time that this Act was under discussion in the House of Commons, there was a loan which had just been entered into for thirteen millions and a half, and for which loan a great number of Members of Parliament, I have traced, were contractors.

62. What is the date of the loan?—I think it was made in the month of February.

63. Lord *Seymour.*] The Act was in April?—The Act was in April. I have here the Journals of The House. The resolution was passed in the House of

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Commons on the 26th of February; it is a long resolution for a loan of thirteen millions and a half, and for a lottery of four millions; the instalments of the loan continuing until the 9th day of October following.

64. *Chairman.*] Who signed the engagement to furnish that loan to the Government?—That we have no means of knowing. Then in the following year, in 1783, there was another loan, when Lord John Cavendish was Chancellor of the Exchequer. The resolution of the House of Commons was on the 17th of April. Here is the original subscription list from the Bank of England (*producing the same*); this is the list of subscribers to the loan of the year 1783.

65. You have not got the engagement?—I have not got the engagement; but what I wish to call the attention of the Committee to is this, that this list was ordered on the same day that the resolution of The House for the loan was passed. It was "Ordered that there be laid before The House a list of persons who have subscribed to the loan of 12,000,000*l.*, specifying the sums subscribed by each person."

66. What is the date of that order?—The same date as the resolution, the 17th of April. If the Committee do not think it beyond the scope of my evidence I should like to explain the circumstances under which that return was ordered. It appears that when this loan was proposed, Lord John Cavendish, who had just come into office as Chancellor of the Exchequer, had taken a different mode of raising this loan from that which had been pursued in the cases of preceding loans. A debate ensued on the 16th of April on the terms of this loan of 1783, and after Lord John Cavendish had explained the terms of the loan, Mr. Pitt rose in his place to complain of the mode in which it had been contracted differing from the mode in which former loans had been contracted. The plan which was adopted by Lord John Cavendish was to distribute the loan first, as to the chief part of it, amongst the different banking houses in London, and he was charged with having retained a portion of it to distribute as he thought proper afterwards. Mr. Pitt and other speakers intimated that the object of this was for political influence; but Mr. Martin, who was a banker in the City of London, rose in his place and alluded to the portion of the loan that had been awarded to his own house, and he takes credit to himself for having written to the Chancellor of the Exchequer, to say that although his house, of which he was a partner, had a portion of the loan, he disclaimed the intention of taking any personal profit from it. And Mr. Fox, following him in the debate, makes use of the fact that the House of Mr. Martin, who appears to have been in opposition, had had a portion of this loan given to it, as an argument against the supposition of the Chancellor of the Exchequer having had any political influence in view in so distributing the loan. But Mr. Martin was a partner in Martin & Stone's house, and was a Member of the House of Commons; and before the House of Commons he admitted that his house received a share of the loan. Subsequently, in Committee upon the same Bill for that loan, Mr. Smith, who was a partner in Smith & Payne's house, rose in his place and complained that, although the firm of which he was a member had originally been inserted in the list for the loan, it had been by mistake erased; and he states that he had written to the Chancellor of the Exchequer complaining of this erasure, and that it had been explained to him that it had been erased in consequence of some reported improper use that they had made of their portion of the loan in the preceding year; Mr. Smith rose in his place for the purpose of repudiating that charge, and complaining that his house had not received the share of the loan which was originally intended; the Chancellor of the Exchequer followed him, and endeavoured to show that it was by a mistake; that it was another Smith, and not this Smith, to whom the report alluded; and he apologised to Mr. Smith for not having inserted their names in the list. I ought to state that, in consequence of this discussion and the imputations upon the Government that this loan had been distributed for political influence, at the conclusion of this debate a return was ordered (the return to which I have alluded) to be made to The House of a list of the subscribers, and the amount attached to each name. This is the original list from the Bank of England, which was returned to The House; and here I find, first of all, the name of Thomas Harley for 700,000*l.*, who admitted having a gold contract which

which was illegal, and came under the Contract Act. But first of all there is his name in this list for 700,000 *l.* The next is Mr. Robert Ladbroke, who was Member for Warwick, for 700,000 *l.* Then a little further down comes Mr. Henry Drummond, and a variety of other names, all of whom were Members of Parliament. This was the contract of 1783; the original list of subscribers, which, if the Committee desire, I will hand in. I have very little doubt that this was the original document copied from the books of the Bank, a copy of which was presented to the House of Commons, as you will see in another part of the Journals, by Mr. Newland.

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67. Will you have the goodness to put it in?—

[*The same was delivered in, and is as follows:*]

LIST of the SUBSCRIBERS to the LOAN, for the Year 1783.

	£.		£.
Thomas Harley	700,000	Peter Gaussen	30,000
R. Ladbroke	700,000	Alexander Baxter	25,000
Robert Dent	700,000	Messrs. Fludyers, Maitland & Co.	25,000
Thomas Coutts	700,000	Thomas Wilkieson	25,000
Richard Walpole	700,000	Simon Fraser	25,000
Robert and Henry Drummond & Co.	700,000	Amyand & Osborne	25,000
Edward Payne	700,000	Sir John Henniker	25,000
Richard Stone	700,000	Stratford Canning	15,000
Thornton, Cornwall & Co.	700,000	Ross & Mill	10,000
Robert Snow	700,000	William Speer	8,000
Gurnell, Hoare, Harman & Co.	700,000	John M. Leake	8,000
The Governor and Company of the Bank of England	400,000	Thomas Cotton	8,000
The Directors of the East India Company	300,000	James Royer	8,000
The Directors of the London Assurance	150,000	Bryan Broughton	8,000
The Directors of the Royal Exchange Assurance	100,000	George Ramus	8,000
The South Sea Company	200,000	William Mitford	8,000
Richard Neave	150,000	Francis Dancer	8,000
William Ewer	130,000	Edward Boughton	3,000
Thomas Hankey & Co.	100,000	George Herbert	3,000
Prescotts, Grotes & Co.	100,000	Henry Fowler	3,000
Lefevres, Curries & Co.	100,000	William Pembroke	3,000
Boldero, Branston, Carter & Co.	100,000	William Beldam	3,000
Boldero, Kendall, Adey & Co.	100,000	Samuel Remnant	3,000
Lee, Ayton & Co.	100,000	Mathew Winter	8,000
Barclay, Beven & Co.	100,000	John Rosier	5,000
Castell, Powell & Co.	100,000	Abraham Newland	10,000
Langston, Polhill & Co.	100,000	Thomas Thompson	5,000
Crofts, Devaynes & Co.	100,000	Edward Gillyatt	3,000
Robert & F. Gosling	100,000	James Bourdieu	30,000
Batsons, Stephensons & Hoggart	100,000	Thomas Torr	3,000
Sir William Lemon & Co.	80,000	Robert Aslett	2,000
Lowe, Vere & Williams	60,000	John Spindler	2,000
Sir Thomas Halifax & Co.	60,000	Jos. Rickards	2,000
Richard Fuller, Sons & Co.	60,000	Giles Collins	2,000
Moorhouse, Willis & Co.	60,000	Timothy Leach	2,000
Sir James Esdaile & Co.	60,000	William Johnson	2,000
Hallidays, Duntze & Co.	60,000	John Payne	5,000
Sir Robert Herries & Co.	40,000	William Edwards	4,000
Everit & Drummond	40,000	Francis Martin	4,000
Samuel Smith & Son	40,000	William Gardiner	2,000
Sir Charles Asgill & Co.	40,000	Thomas Ormes	2,000
William Fuller, Son & Co.	40,000	William Lauder	2,000
Anthony Wright & Son	30,000	John Rogers	4,000
Dorriens, Mells & Martin	40,000	Thomas Millington	1,000
Birch, Chambers & Co.	30,000	Thomas Pemberton	1,000
Pybus, Dorsett & Co.	30,000	William Slann	1,000
Mildred, Masterman & Co.	30,000	William Edward Smith	3,000
Staples, Baron T. Dimsdale & Co.	30,000	Joseph Pearson	1,000
Wickenden, Moffatt & Co.	30,000	Milward Rowe	6,000
Welch, Rogers & Co.	30,000	Anthony Todd	10,000
Ransom, Morland & Co.	30,000	Drusina & Co.	5,000
Forbes & Gregory	50,000	Simon & Hankey	30,000
John Nesbitt	50,000	Herman Berens	10,000
Leslie & Grove	40,000	Samuel Hartly	10,000
Wilkinson & Gordon	60,000	Alexander Aubert	6,000
Messrs. Beckford & Co.	50,000		
Peter Thellusson	30,000	TOTAL £.	12,000,000

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68. Mr. *G. Butt.*] There was no other contract than that?—We do not know of any other; it is possible that in a case of this kind no contract would be made; in this case no contract probably was entered into with any person, but merely the inscription of the name in the books of the Bank; certain individuals would receive a letter to say, "Such and such a portion of the contract is allotted to you;" because it appears to have been allotted to firms and individuals; and all that they would have to do would be to inscribe their names in the books of the Bank, and to pay the deposit.

69. *Chairman.*] In other words, the Government offered a portion of the loan to different persons?—The Government distributed it in that way.

70. Are not the tenders for loans, as now made by different persons, when the Government wants them, made in a different form from that which you have now been reading to us, namely, by distinct offers made by parties who wish to take a portion of the loan, and a distinct engagement signed by the persons who make the offer?—The form adverted to in the question is one mode in which public loans are made.

71. Is not that the usual mode now?—That is the usual mode of late years.

72. Does it not appear that prior to 1782 that particular mode was never had recourse to?—On the contrary, Mr. Pitt complains that that particular mode of contract with four persons who had taken the contract the year before was not continued in this loan.

73. But he does not say in what particular mode that loan was taken in the year before?—He says that it was taken with four persons, capitalists, who themselves distributed it. The mode was, that the Chancellor of the Exchequer contracted with four persons, who then distributed it in the market.

74. Can you point out anything which leads to the conclusion that the Chancellor of the Exchequer, in the year 1782, contracted with four persons for the distribution of the loan?—Yes; I think the whole tendency of this debate leads to that conclusion.

75. Lord *Seymour.*] You read a list of contributors to the loan, in 1783, who were to pay a certain deposit to the Bank?—I take it that that was the form in which they must have paid it.

76. Would not those contributors to the loan of 1783, having paid the deposit to the Bank, be, as regarded the Government, in exactly the same position in which Baron Rothschild was when he had paid his first deposit to the Bank?—Precisely. Having looked at the Act of Parliament, I find that the Act of Parliament contains no other penalty, and no other power over the contractor but the forfeiture of the deposit, or the instalments that may be paid.

77. *Chairman.*] But is there not this difference between the two, that in the one case that engagement is entered into before the contribution is made, and in the other it does not appear that any engagement has been made?—We have no evidence of any engagement having been made.

78. Mr. *Disraeli.*] Is it in the power of the Government to deal with the deposits which are made at the Bank of England by the contractors for the loan, previously to the Act of Parliament being passed?—In the first instance, when the contract or agreement is signed, no payment whatever is made; on the resolution being adopted by the House of Commons in favour of the loan, the next morning the deposit is paid to the Bank; but that deposit cannot be touched by the Government, but is held by the Bank, as stakeholders for both parties, until the Act has passed through both Houses of the Legislature, and received the Queen's assent. I should mention that even with regard to this particular deposit this year, it appears that we were paying the Bank of England interest upon deficiency bills during the whole time that that 1,600,000 *l.* was lying there, which we could not touch, and with regard to which we had no benefit whatever.

79. Mr. *G. Butt.*] It was paid in in pursuance of the terms of the tender, and the document afterwards signed by Messrs. Rothschild?—I ought rather to say that it was paid in pursuance of the published terms of the sale of an annuity.

80. Mr. *Duncombe.*] Was anything signed on the part of the Treasury when Baron Rothschild signed his agreement on the 20th of April; did any parties sign anything that was given to Baron Rothschild?—No.

81. It was all one-sided?—It was all one-sided.

82. *Lord*

82. *Lord Advocate.*] You spoke about the terms of the sale of an annuity; do you conceive this transaction between Baron Rothschild and the Government to be the sale and purchase of an annuity?—Unquestionably.

83. Do you consider Baron Rothschild to be the purchaser of all the Government annuities under this transaction?—Under the present form of contract, which is not the same as the old form, undoubtedly Messrs. Rothschild are the sole purchasers.

84. On what authority does Baron Rothschild become the sole purchaser; here is a contract of sale and purchase; with whom is it concluded; the Act of Parliament saying nothing about who are to be the purchasers of the annuity?—The tender for the purchase is made to the Treasury on behalf of the public.

85. Then are we to understand that whatever benefit might be derived by the purchasers of the annuity, Baron Rothschild is entitled to the exclusive benefit under this contract (or whatever it may be called) executed with the Treasury on the 20th of April?—As far as we know in the transaction. Of course we are not cognisant of any private arrangements or agreements which may be existing between Baron Rothschild and other persons; but as far as the Treasury knows, Baron Rothschild would be entitled to go into the market and to sell, either at a loss, or at a gain, the whole of this loan.

86. And that in consequence not of the Act of Parliament, but of a separate understanding or agreement with the Treasury?—I think that Baron Rothschild could not sell or deal with anything from any understanding he has with the Treasury.

87. So far as regards the individual exclusive right of having the benefit of this transaction and selling it in the market, is it not the fact that that does not stand upon the Act of Parliament, which does not mention Baron Rothschild, but that it stands upon a separate understanding with the Treasury?—It stands upon an agreement on his part to become the purchaser of the annuities that are sold.

88. Mr. *G. Butt.*] And that agreement is in this contract?—Yes.

89. Mr. *Freshfield.*] What do you conceive to be the authority under which the Treasury can sell 16 millions of annuities?—The Treasury cannot sell 16 millions of annuities. It can only make a provisional offer to do so, subject to the sanction of Parliament.

90. Mr. *G. Butt.*] And the resolution of the House of Commons is the sanction of Parliament?—No; the Act is the sanction of Parliament. There is no absolute transaction concluded until the Act of Parliament has finally passed. Upon the faith of the resolution a deposit is paid, but the deposit is held by the Bank of England, as the stakeholder between the two parties. If the Act of Parliament were not passed, the Bank of England would be obliged to return the deposits to those who made them.

91. Mr. *Disraeli.*] In the Treasury memorandum there is this passage: "For each instalment after the deposit a proportional amount of stock and annuity to be credited to the contributors in the books of the Bank of England." Now whom do you understand to be meant by "contributors" in that passage?—It is well known, though we might not have any legal cognisance of it, that a certain number of persons have joined Baron Rothschild in his offer. It was within our knowledge, for example, that the Bank of England did subscribe for two millions of it.

92. Then the language of the Treasury memorandum, in speaking of contributors to the loan, refers to other persons than members of the house of Rothschild?—Undoubtedly to every person who may be a contributor to the loan, because it is necessary that Rothschild & Company should hand to the Bank a list of the contributors when they pay the deposit, in order that they may show to whom the scrip is to be delivered.

93. Lord *Seymour.*] Upon the occasion of tendering for this loan, did any other parties tender besides Baron Rothschild?—None.

94. *Chairman.*] Was Baron Rothschild one of the contributors as well as the original person who tendered the money?—I have no doubt of it; but I have no means of knowing.

95. *Lord Advocate.*] Are we to understand that this tender is given in to enable the Chancellor of the Exchequer to ascertain on what terms a loan may

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be procured; or could you fix the terms without calling for this tender?—We fix a limit ourselves as to the amount which we are willing to receive in payment of these annuities. That limit is put in a sealed paper before the tenders are opened, and if the tenders come up to the limit that we have fixed, the tender is accepted, and the paper is destroyed and not opened; in fact, I regard it in exactly the same light as if the Treasury or the Board of Ordnance were to advertise a barrack property, for example, for sale, and to ask for tenders for the purchase of that property, under particular terms of payment by instalments. Referring to the Act of Parliament of 1782, it will be seen that it seems to have contemplated particularly the furnishing of money to be sent abroad; those words are specifically used. It may be interesting to the Committee to see what the nature of this transaction was; it was not furnishing money to the Government; in fact, it was a purchase by Government of foreign coins; the contract was held by Mr. Harley; here is in the Journals, "An account of the distribution of the sum of one million granted to his Majesty to defray any extraordinary services incurred, or to be incurred, on account of military services for the year 1781." This was presented in 1782. This is "To Thomas Harley and Henry Drummond, Esquires, to be by them applied and invested in the purchasing Spanish and Portugal coins for the use and service of the forces serving in North America," and so it goes on. It is all Spanish and Portugal coins all through that account, and there are various sums amounting to one million. The furnishing of those coins was a transaction of the same character as the furnishing of stores, or anything else, to the Government; it was a sum that they purchased in the market at fluctuating prices, according to the state of demand for those gold coins; therefore it was, in the common sense of the word, a contract, the same as a contract for furnishing bread, or bacon, or meat for the navy, or whatever it may be.

96. Lord *Seymour*.] Was it not considered an object of great advantage to obtain the right of furnishing the troops abroad with money?—I should imagine it was considered a profitable thing, because Mr. Harley appears to have taken it in lieu of a pension that was offered to him.

97. *Chairman*.] These loans are profitable things also, are they not?—They may or may not be.

98. Mr. *Disraeli*.] Were you in office when the Irish loan was contracted?—No.

99. Lord *Seymour*.] You referred to a loan contracted in February or March 1782; do you know who contributed to that loan; can you state whether Alderman Harley contributed to that loan?—No; I do not think we have any list of the contributors to that loan.

100. I find that in the debate in April 1782, when the Contractors' Bill was before the House, Alderman Harley stated that the effect of the Bill would be to deprive him of the honour of sitting in Parliament, because he had provided money for the army abroad; but he does not say that it would have that effect because he had also contributed to the loan?—No.

101. Would it not therefore appear that at that time, at least, contributing to a loan was not considered to deprive a person of his seat, although providing money for the army abroad was considered to be a matter that would deprive a person of his seat?—That is the conclusion to which I should arrive, not only from that particular debate which occurred then, but, more especially, from the fact that in the following Session of Parliament, when a contract was again entered into for a loan, not only were a great number of Members of Parliament, and Mr. Harley amongst them, contributors to that loan, but it then became a distinct matter of discussion in the House of Commons, and the House of Commons called for a list of the contributors, and they must have seen at once a great number of Members sitting in the House who at that moment were contributors to that loan. And then, had it been regarded otherwise, the reply of the Chancellor of the Exchequer to Mr. Smith's complaint that his name had been omitted, would rather have been that he had no right to complain, inasmuch as he was incapacitated from receiving the loan, being sitting in his place in the House of Commons.

102. Mr. *G. Butt*.] Is it your understanding that the remitting money abroad on behalf of the Government would deprive a person of his seat, although it were not in pursuance of such a contract as is mentioned in the first section of this

this Act of Parliament?—No; I do not think it is the remitting of money abroad at all, but it is a contract to purchase and supply money and coins to be remitted abroad. My understanding of Mr. Harley's position with regard to the question of contract is this, that he entered into a contract with the Treasury to furnish coins, not coins of this realm, but such as were capable of being used in the foreign countries where our armies were engaged; and those coins fluctuated, as Mexican dollars do now, in their price. If a man wants Mexican dollars to make a remittance to China to purchase tea, he must wait till they come into the market, and he must buy them at the price of the market, perhaps 4*s.* 11*d.* or 5*s.* an ounce; therefore it is a commodity to be contracted for, and delivered for the purpose of being sent abroad for the use of the army.

103. Lord *Seymour.*] Mr. Harley did, in fact, what is now done by the Commissariat chest?—Quite so.

104. Mr. *Disraeli.*] Are you aware that after this loan was negotiated a considerable period elapsed before the scrip was at any premium?—I think it was at a very small premium immediately, but in a very few days, I believe, it fell to par.

105. *Chairman.*] Have you any other engagements for loans between the year 1783 and 1801?—I have no particulars of any other loans between those two periods.

106. Lord *Seymour.*] You have not got the loans of 1793?—No; we have no record of them; there is one which, if it could be traced, would throw a great deal of light upon the subject. When this Act was under the consideration of the House of Commons, I find by the Journals that there was a return ordered to be presented to The House of all contracts which were then held with the Treasury, and with the other departments of the State. I have made some endeavours to find that return, but I am told that it was not printed, and that it was burnt with all the other manuscripts of the House of Commons, so that it is not obtainable unless it can be found in some other repository; but I can scarcely conceive it possible that the loan which had then been recently entered into could be included in that return, as coming within the meaning of that Act, especially when it had been within a few months a subject of considerable discussion in the House of Commons, with a number of Members sitting in their seats who had contributed to the loan, and some of whom complained that they were not participating in such transactions. I do not know whether it will throw any light upon the nature of the transaction, if I allude to the various modes in which monies are supplied for the public service, and the various securities.

107. Mr. *Freshfield.*] In the case of the present loan, was there a paper sent from the Treasury, by the order of the Lords of the Treasury, to the Bank of England, to be made public at the Stock Exchange, inviting persons to attend the First Lord of the Treasury and the Chancellor of the Exchequer, on a day fixed?—Yes; the usual letter to the Bank of England was written, intimating that the First Lord of the Treasury and the Chancellor of the Exchequer were prepared to receive tenders.

108. Can you furnish the Committee with a copy of that letter?—I can.

109. Can you furnish the Committee with the Minute of the First Lord of the Treasury and the Chancellor of the Exchequer, on the 16th of April, stating the terms upon which they were prepared to receive biddings?—Yes.

110. The form of scrip would not be with you?—No.

111. Nor the dates of payment of the deposit?—The date of payment of the deposit would be on the following day after the resolution had been passed. I was asked the other day whether I was aware of a clause in an Exchequer Bill Act in 1808. It may be interesting to know that that appears to have been a mere copy of an Act a century before. This is an old Exchequer Bill Act of 1721 (*producing the same*), which contains this clause; and from it I infer that by some such Act persons taking loans previously had been excluded from the House of Commons, because it says, "It is hereby enacted, that such contractors, or any of them, shall not for that cause only be disabled from being a Member or Members of Parliament, or be adjudged liable to be a bankrupt or bankrupts within the intent or meaning of all or any of the statutes made against or concerning bankrupts." That clause seems to have run through the Acts, it being the practice in all the public departments to copy the old Acts.

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112. Mr. *G. Butt.*] From that time down to 1808, there are many statutes containing the same clause?—No doubt. What I meant to say is, that that clause in the Act of 1808 had no particular reference to the Act of 1782. It might have been supposed from the clause in the Act of 1808 that there was something in that Act which did not apply to the other Acts; but it appears to apply to them all, and it had no particular reference to the Act of 1782.

Martis, 10° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. Walpole.	Lord Seymour.
Mr. Disraeli.	The Solicitor-General.
Lord Hotham.	The Attorney-General.
Mr. T. Duncombe.	The Lord Advocate.
Mr. Freshfield.	

THE RIGHT HON. SPENCER HORATIO WALPOLE, IN THE CHAIR.

Thomas Matthias Weguelin, Esq., called in; and further Examined.

T. M. Weguelin, Esq.

10 July 1855.

113. *Chairman.*] CAN you inform the Committee whether Baron Lionel de Rothschild, or any other member of the house of Rothschild & Sons, is a member of the Company of the Bank of England?—They are proprietors of Bank stock.

114. Are proprietors of Bank stock members of the Company of the Bank of England?—That depends upon the construction of the terms in the Act. I am not prepared, of course, to say whether they are; I have always considered that they were.

115. Mr. *Freshfield.*] Do they attend Bank Courts?—They attend Bank Courts.

116. Have they a right to vote?—They have a right to vote, holding a sufficient amount of stock.

117. Mr. *Duncombe.*] Is any particular amount of stock necessary to entitle a person to vote as a proprietor at the Bank Courts?—Yes; if I recollect right, it is 500 *l.* stock, and it must have been held six months.

118. *Chairman.*] Were the members of the house of Rothschild & Sons members of the Company of the Bank of England at the time when this loan was negotiated on the 20th of April?—Yes, they were.

119. Have they been members for several months?—Yes, very large proprietors always; one of the largest.

120. Mr. *Solicitor-General.*] Can you inform the Committee whether the Bank of England parted to the Treasury with any portion of the deposits previously to the loan being sanctioned by Act of Parliament?—As soon as the deposit was paid we should not have parted with it; we should have held it to the account of the Government. The deposit was made in two sums, Baron Rothschild making a deposit, I think, of 1,400,000 *l.*, and the Bank of England depositing 200,000 *l.*, which was the proportion of the loan that the Bank of England took.

121. *Lord Advocate.*] What were the terms in which the deposit was made; how was it entered in the Bank books?—I think it was entered as being deposited against this particular loan of sixteen millions, then in course of payment.

122. If Baron Rothschild had demanded repayment of the amount deposited by him you would not have repaid it?—Certainly not.

123. Lord *Hotham.*] Should you have held it on the part of the Government, or jointly on the part of the Government and on the part of Baron Rothschild and the Bank of England?—I consider that, as soon as it was paid to us, we held it on the part of the Government only.

124. Mr. *Solicitor-General.*] Are you not aware that there was a Bill brought in for the purpose of enabling the Government to have the use of these deposits previously to the loan being finally contracted?—I am aware that a Bill was brought in.

125. What

125. What necessity would there have been for that Bill if you held the deposit on behalf of the Government?—The Government were not able to use this deposit till the Act had received the Royal Assent. *T. M. Weguelin*, Esq. 10 July 1855.

126. Mr. *Freshfield.*] When Baron Rothschild paid in the 1,400,000*l.* did he deliver in a list of the contributors on whose account he paid it?—He did, some days afterwards, upon which we made out certain scrip receipts. Others, however, we were obliged to refer to Messrs. Rothschild, because the names were not correctly written.

Lunæ, 16° *die Julii*, 1855.

MEMBERS PRESENT.

Mr. Attorney-General.	Lord Hotham.
Mr. Solicitor-General.	Mr. Thomas Duncombe.
The Lord Advocate.	Lord Seymour.
Mr. Walpole.	Mr. Freshfield.
Mr. Disraeli.	

THE RIGHT HON. SPENCER HORATIO WALPOLE, IN THE CHAIR.

ARGUMENT OF COUNSEL.

In pursuance of the Order of The House, Mr. BRAMWELL, Q. C., and Mr. HONYMAN, appeared as Counsel for BARON ROTHSCHILD, and Mr. CHATFIELD as Agent.

Chairman (to Mr. *Bramwell*).] I BELIEVE you are instructed by Baron Rothschild to appear before this Committee, in consequence of the application which he has made to The House to appear by counsel? 16 July 1855.

Mr. *Bramwell.*] Yes, Sir, with my learned friend, Mr. Honyman, I appear on his behalf.

Sir, In appearing on behalf of Baron Rothschild, I am sure I need scarcely say that if there is any evidence, or any information which can be given on his part, through me, to put the Committee in possession of the real facts of the case, he will be very desirous of producing it. Of course he cannot be desirous of maintaining his seat, or his right of being called a Member for the city of London, except under circumstances which, I think I might venture to say, would be no discredit to him; he would be sorry if anything should be suppressed from the Committee in any way. On the other hand, I might, perhaps, be permitted to say on his behalf, that should it appear that there is any information which could be given to the Committee, to enable them to come to a fair decision, which it would be right they should know, on his behalf, I should ask for an opportunity of presenting it. I do not at present see but that the Committee have all the facts before them which are necessary to enable them to decide this case.

Chairman.] You have seen the evidence which has been delivered before us, have you not?

Mr. *Bramwell.*] We have, Sir, and it appears to me that the matter is quite ripe for decision. I only say, on the Baron's behalf, both for him and against him, that if there is any information which the Committee should desire, or which should be given for his benefit, we should tender it on the one hand, and ask liberty to have it produced on the other.

Chairman.] But there is no other evidence which you wish to tender on his behalf?

Mr. *Bramwell.*] None, Sir, at the present moment. I could not suggest any additional materials to those which the Committee have before them, to enable them to come to a correct decision upon this case.

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Chairman.] Have you got Nos. 1, 2, and 3 of the Evidence, and also the Appendix?

Mr. *Bramwell.*] Yes, Sir; I have the three pieces of printed Evidence, and I have also the return which was made by the Bank of England. I rather think, from what I can learn, that other documents are referred to, but they are so accurately referred to in the evidence that the Committee may take it that the information is sufficient upon that point.

Chairman.] You have all which is before us now, and if anything else is furnished to us we will take care that it is furnished to you.

Mr. *Bramwell.*] I am very much indebted to you, Sir. If anything should turn up in the course of the inquiry upon which something further might be produced, or upon which information might be given, I shall be desirous of giving it on the Baron's part, and if it should be for his benefit, I ask leave to tender it.

Sir, I propose, in discussing this case, to address myself to two points; first, whether there was any contract at all; and secondly, assuming that there was, whether it was a contract within the Act of Parliament. I shall naturally address myself to the first question first. I submit, with very considerable confidence, that in this case there is no contract. Now undoubtedly one's common notion of a contract is, that there must be two contracting parties. I believe that will be found to be well justified. I will refer to an authority or two upon the point presently; but one's ordinary notion of a contract is, that there are two contracting parties to it, that they are drawn together on the one side and on the other; and I propose, in the first place, to consider whether there is any contract, I will not say for the moment on the part of Baron Rothschild, but whether there is any contract by any person with him. I think I shall be able to show most clearly that there is not.

First, What are the facts? I will briefly recapitulate them that the Committee may bear them in mind. The Chancellor of the Exchequer (or the Government, I may say) is desirous of raising money by loan; he makes that desire known; an offer is sent in by Baron Rothschild, which may be called a tender or offer, I shall not fall out with the word, I will even call it, popularly speaking, a contract, although it is not; it is a tender or offer stating his willingness to find the required sum upon certain terms. He afterwards acts in company with the Governor of the Bank of England, and repeats that tender in a more formal shape, using the words "I engage," and that is at the time when the Chancellor of the Exchequer expresses his approbation of the terms offered. I use the phrase, "expresses his approbation." The Baron, however, before this has taken place has made known to the public his intention of making this tender, and he has received various applications from different people stating their desire of having a share of the loan if he should get it, and sending him 10 per cent. upon the amount which they ask to have allotted to them. He answers those applications by giving them certain portions of the loan according to his views in the particular case. He returns any surplus deposit that may have been made with him, and retains 10 per cent. clear upon that amount which he expresses his willingness they should have, supposing that the loan should be granted as it is offered by him; then when the Chancellor of the Exchequer, upon the tender being made, expresses his approbation of the terms offered, the Baron pays 10 per cent. into the Bank in the names of different parties who are to have shares of that loan, his own name, and the names of other persons to whom he has awarded certain parts of the loan; then a resolution is moved in the House of Commons, which is adopted, which I need scarcely say might not have been adopted, and then a Bill is brought into Parliament, which duly passes into a law, and under and by virtue of the provisions of that law, stock and annuities to a certain amount for a certain number of years are issued to the different contributors in proportion to the amount which they have undertaken to contribute, they by the terms of the Act not being liable to anything more than the forfeiture of the deposit which they may have already made, or of such payments as they may have made from time to time, if they do not go on paying up the whole amount.

Sir, that is a short outline of the facts, and the difficulty which one has in addressing the Committee is that the burthen of proof, properly considered, I believe would be upon those who assert that there is a contract, and not

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not upon those who come to deny it. I have no antagonist, and I am obliged to raise up certain ghosts for the purpose of laying them. I am obliged to suppose that the case may be put in a particular way against me, and then to answer it, whereas it would be but reasonable that I should wait till the case is put.

Now, I think I shall be able to show, negatively, that there is no contract. First of all, was there any contract before the Act was passed? I venture to deny it. If so, with whom was it made? It must have been made, if it was a contract at all, with the Commissioners of Her Majesty's Treasury. Although the Chancellor of the Exchequer is the prominent party, I believe, in the matter, I think he is acting there as one of the Lord Commissioners of Her Majesty's Treasury. It, of course, cannot be suggested for one moment that there is any obligation binding upon him, because, let the Committee consider what it would be. It could not be an undertaking on his part that he would cause a certain amount of stock to be granted to those who should contribute a certain amount of money, because that would be a contract which he would have no possible power of fulfilling. There is no power in this country except the Legislature, which can give any man a charge upon the Consolidated Fund. I think I am correct in that statement; and if the Chancellor of the Exchequer or the Lords Commissioners of Her Majesty's Treasury were to put down in writing and sign with their names, either individually or otherwise, that they would create so much stock, or cause it to be created, they would be undertaking that which they would have no power to perform. It cannot, therefore, be supposed that it implies any undertaking of such a nature on their part, and nothing is said to make it so in terms. The Chancellor of the Exchequer in words undertakes for nothing; let us see what it can be supposed he undertakes for in effect. Of course it cannot be assumed to be a personal undertaking; it cannot be suggested that if he died his executors would be liable, or that if he went out of office he would still be bound. Laying aside for a moment the question whether Baron Rothschild is bound for anything, which I deny, I am endeavouring to see whether anybody is bound to him. First of all, I am considering the question as to whether anybody was bound before the Act of Parliament passed. Of course, the obligation, if it existed at all, could not have been a personal one. It could not be said that the Chancellor of the Exchequer, who gave his assent to Baron Rothschild's proposition, would have been liable to anything if he had gone out of office; it could not be said that if he had died his executors would have been bound to perform the undertaking which he had entered into. If there was any liability, therefore, or any contract on the part of anybody towards the Baron at the time when the tender was made, and before the Act passed, it must have been an obligation or contract binding, not on the individuals who made it in their private capacity, but binding on them as officers of the Crown, namely, as the Commissioners of Her Majesty's Treasury; in other words, it must have been binding upon the Crown. Now what was it? It is impossible to suppose that the Commissioners of Her Majesty's Treasury could have undertaken to bind the Crown to this, that a certain amount of stock should be created and charged upon the Consolidated Fund, because they had no power to do it. It not only would have been unlawful, but it would have been simply nugatory. Her Majesty has no power to do any such thing, either by herself or by her Commissioners, or in any other way.

But then it may be suggested that it was an undertaking on the part of those accepting the tender that they would move a resolution or bring in a Bill, and endeavour to get the Legislature to pass it. If that were so, and it were binding upon the Crown, of course it would be binding upon anybody who held a similar office, and then there might have been this absurd state of things, that if the Chancellor of the Exchequer had proposed his resolution and it had been negatived, which possibly it might have been, if anybody had been of opinion, that instead of raising money by loan, it was desirable that it should be raised by annual taxation, the Government might have gone out of office, and their successors who had turned them out would then have endeavoured to raise the requisite supplies for the year by taxation instead of by loan, and yet it would be supposed that there was some obligation existing on the part of somebody to grant to the contributors to this loan the sum of 16,000,000 *l.* of stock. I do not know whether I make myself intelligible to the Committee, but

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according to the argument which I am now presenting, the Commissioners of Her Majesty's Treasury cannot be supposed to undertake that they will grant the stock, because that they have no power to do; then it is supposed that they will endeavour to grant the stock, which they have power to undertake. No doubt you cannot suppose that to be a personal undertaking; you must, therefore, suppose it to be a Government undertaking. You must suppose it to be binding upon their successors in office, and then you would come to this *reductio ad absurdum*, that their very successors in office who had turned them out because they disapproved of the proposition, would nevertheless be bound, as their successors in office, by this supposed contract which had been made. And then, Sir, if you will permit me to put it in this point of view, I think I can do it. Would it be right on the part of the Chancellor of the Exchequer to say, "I will endeavour to persuade the House of Commons to pass a resolution, and further to pass an Act authorising the granting of this loan?" I venture to think that it would not; the utmost he could do would be to say, "My opinion is, that the proposition which you have made is a desirable one for the nation to entertain, and that it would be desirable to grant you stock upon the terms of it, and so long as I continue of that opinion I shall endeavour to persuade them to do it, not for your sake, but for theirs, because I think it advantageous to them." But suppose the Chancellor of the Exchequer thought in the course of the argument that it was desirable for him to raise the supplies for the year by taxation, instead of by a loan, could it be said there was any obligation on his part to persist in pressing a proposition upon the House which he thought was an improper one? As I said before, if the Committee will pardon me for repeating it, the difficulty that one has here is in dealing with a phantom of one's own raising. I do not know that if anybody had to argue this case against me he would put it in that way, but I am endeavouring to show exhaustively and negatively, that there could be no conceivable contract entered into by any person, either individually binding upon him, or binding upon him by virtue of his office, and consequently binding upon the Crown, either that the stock should actually be granted upon the terms offered and assented to, or that any effort should be made, or anything done to induce the Legislature to consent to that state of things; because I say, with great deference, speaking in the presence of those who ought to know a great deal better what sentiments and feelings should actuate Chancellors of the Exchequer than I can venture to do, that if any Chancellor of the Exchequer should say, "I will persist in an opinion, and will endeavour to get the Legislature to adopt it and pass it into an Act, notwithstanding any argument which I may hear, or any change of opinion which I may make," I venture to think that it would be an improper undertaking for him to enter into, and therefore in the absence of proof that it was entered into, the Committee would not infer anything of the sort.

Sir, without wearying the Committee, I would stop there. I would say that I have endeavoured to consider every possible case which could be put for suggesting that there was any obligation on the part of any individual, or of the Crown through its officers, to Baron Rothschild before the Act of Parliament passed. I have supposed two possible cases that might be suggested, and have endeavoured to answer them; and I respectfully suggest to the Committee, not asking them to propound other difficulties, though, if they did so, I would endeavour to answer them, but I respectfully ask each member of the Committee in his own mind to consider definitely what contract he supposes was made by any individual, either in his private capacity or as an officer of the Crown, with Baron Rothschild before that Act of Parliament passed, and I will undertake to say (at least, I think I will undertake to say), that if any Honourable Member will endeavour to present to his own mind what the contract was, he will find that in reality it will not bear examination. I have only been enabled to suggest two possible ways in which it might be made out, and I cannot help thinking that to them I have given an answer.

But then it may be said that the Statute itself is a contract ——

Chairman.] Might I venture to suggest this to you, before you go to the second point, as an observation merely. I have heard it urged that the letters of Baron Rothschild might be deemed a provisional engagement to advance 16,000,000 *l.* when the Government had procured an Act of Parliament for that purpose, and that, as soon as the Act of Parliament was passed, the contract would

would be made complete by the passing of the Act, which would operate retroactively, so as to make it an agreement. I merely put that as a suggestion.

Mr. *Bramwell.*] I am very much indebted to you, Sir. I should be very glad if I had an opponent here, because in that case I should have to struggle with an opponent, instead of meeting anything like one in any Honourable Member of the Committee. That point had not escaped our attention, and I had reserved it.

Chairman.] I beg your pardon.

Mr. *Bramwell.*] I will proceed upon it now, because I am quite sure, Sir, from its striking you now, that this is the proper time for it to be introduced. Take it then for the moment, that Her Majesty's Commissioners of the Treasury were bound by a contract, that if an Act of Parliament passed authorising this to be done they would then grant this stock. I think the Committee, when they look at what has taken place, will find that that is not so, and for this reason: it is not an Act of Parliament which authorises the making of a contract, or gives the Lords Commissioners of the Treasury the power of doing anything or of making a contract, but it is an Act of Parliament which gives certain statutory rights to certain ascertained people. I dare say the terms of the Act are fresh in the recollection of the Committee; but if I might venture to call attention to it, it does not recite any contract, but it recites a resolution, and it goes on in this way: "And whereas pursuant to and upon the terms and conditions expressed in the said resolution, several persons have, in books opened at the Bank of England for that purpose, subscribed together the whole of the said sum of sixteen millions."

Mr. *Attorney-General.*] It recites also, I think, that the Commons are ready to grant to Her Majesty the supply of 16,000,000 *l.*

Mr. *Bramwell.*] It does so, Sir. It recites, "We, your Majesty's most dutiful and loyal subjects, the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled, being desirous to raise the necessary supplies which we have cheerfully granted to your Majesty in this Session of Parliament, have resolved that the sum of sixteen millions be raised by annuities in manner hereinafter mentioned, and do therefore most humbly beseech your Majesty that it may be enacted;" then follows the enacting part, which is this: "Every contributor towards raising the said sum of sixteen millions shall, for every 100 *l.* contributed and paid, be entitled to" so much stock.

Mr. *Attorney-General.*] Virtually, it enables the Treasury to enter into certain terms for raising a loan of 16,000,000 *l.*

Mr. *Bramwell.*] With great submission, it would do so if it stopped there, or if it were not for the succeeding section; but if you will permit me to read the second section, I think you will see that I am justified in my comment upon it. "And whereas, pursuant to and upon the terms and conditions expressed in the said resolution, several persons have, in books opened at the Bank of England for that purpose, subscribed together the whole of the said sum of sixteen millions, to be raised by annuities, and made deposits of 10 *l.* per centum on the respective sums by them so subscribed to the said sum of sixteen millions to be raised by annuities, with the cashiers of the Governor and Company of the Bank of England, it shall and may be lawful to and for such contributors who have made such deposits with the cashier or cashiers of the Governor and Company of the Bank of England (which cashier or cashiers is and are hereby appointed the receiver and receivers of such contributions, without any other warrant to be had in that behalf), to advance and pay unto the said cashier or cashiers of the Governor and Company of the Bank of England the several remainders of the sums by them respectively subscribed towards the said sum of sixteen millions at or before the respective days and times, and in the proportions hereinafter limited and appointed in that behalf;" and then it proceeds to state the times and manner in which it shall be done. Then it says, in section 4, "The several subscribers or contributors, their executors, administrators, successors, and assigns, in respect of the said sum of sixteen millions, shall be entitled, for every 100 *l.* by him, her, or them respectively advanced and paid, to an annuity, after the rate of 3 *l.* per centum, to commence from" a certain time. It so states the terms upon which they shall

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be entitled; but I think, Sir, you will observe that, under the Act of Parliament, the parties who get rights are identified by its own terms. And, with great submission, I would put this to the Committee: the Lords Commissioners of Her Majesty's Treasury have no power under this Act of Parliament. If I came and asked them to give me a portion of that loan upon better terms than had been previously arranged, they would have no more power to give me a share of that loan, or 100 *l.* of stock, upon my paying a premium for it, than they would have had if the Act of Parliament had not passed. In other words, it appears to me, with submission, that the Act of Parliament does not confer a power of contracting upon the Commissioners of the Treasury, but narrates certain facts which have already taken place, which identify certain contributors, and then says those contributors shall have certain rights to the stock, according as they pay the instalments.

Before commenting upon the Act of Parliament I will now address myself, with the permission of the Committee, to the remark made by the Right honourable Chairman, which is this, that it has been said that this is an engagement on the part of the Treasury, that if an Act of Parliament passes they will then grant the stock. I think, with submission, that the comment which I have already made indicates to a very great extent what I was about to say upon that subject; in truth, if I may put it so, that would be the most nugatory provision in the world, and not only nugatory, but inconsistent with the Act of Parliament. It would be nugatory in this sense; under the Act of Parliament, if I may repeat what I have said before, there is no power in the Treasury. As soon as this Act of Parliament passes, I care not what the Treasury may have said or contracted, either with me or Baron Rothschild, or anybody else, I am a contributor recited here, and I am entitled to my stock. If the Treasury, or those who made the supposed contract with Baron Rothschild, were to say, "We will not give you the stock," I should have no remedy against them upon their contract. I should not trouble myself to go against them for any supposed contract, but I should say, "My right is identified by Act of Parliament, and I have a statutory right, not a right by any contract."

Sir, I will put an illustration; suppose I were to say, "If an Act of Parliament shall pass, ordering me to pay my learned friend by my side 5 *l.*, I will tell him that I will pay him." He might say, "I am very much indebted to you for your promise, but if an Act of Parliament passes, ordering you to do it, you must pay me, whether you like it or not; therefore your promise is of a nugatory character, because it never comes into force against you unless the Act of Parliament passes, and when the Act does pass, I can dispense with it altogether, because it confers upon me no right in addition to that which the statute gives me." I suggest, therefore, that if the Committee should be of opinion that there could be such a contract, it really would be none at all, because it would be a contract merely saying this, "As soon as an Act of Parliament passes, which gives you certain rights, you shall have those rights." Of course that is well known.

Therefore I venture to put this to the Committee: here is no contract written down; here is no contract stated in words; here is really little more than a few trifling words on the part of the Chancellor of the Exchequer, such as, "Your tender is accepted," or something of that sort, and the Committee are called upon to decide that that is a contract. It is suggested that the possible contract may be that which has been mentioned by the Chairman. I venture to put it in this way, that such a contract ought not to be inferred, because it would be of an entirely nugatory character, and even if it were inferred, it would not, in point of fact, be a contract, because it would be a mere statement that when the Act passed giving certain rights, the parties to whom it gave them should have them.

Mr. *Attorney-General.*] I will state what occurs to me. I put it to you, because you have no antagonist, and it is much better to put it to you while you are here than after you have gone. I want you to apply your mind to it, and to relieve mine if you can; the way in which it strikes me is this: here is a tender made by Baron Rothschild to supply this 16,000,000*l.* for a loan; the Commissioners of the Treasury accept that tender. Now, I am quite ready to concede to you that they accept that tender, subject to Parliament afterwards consenting to this loan, and passing an Act of Parliament for the purpose. Parliament does so; it accepts the proposition of the Government

ment to raise the sum of 16,000,000*l.*; it passes the Act of Parliament to which we have been calling your attention; then, upon what has actually taken place, Baron Rothschild furnishes the 16,000,000*l.*, because you must import another element of fact into the discussion, to which you have not adverted, namely, that although there are the contributors to whom the Act refers, yet those contributors contribute their respective shares to the amount of the loan under the contract on the agreement which Baron Rothschild has undertaken with the Treasury; so that at last out of all these things the tender, the acceptance, and the resolution of the House of Commons, it ends in this result; Baron Rothschild, partly by himself, and partly by others with whom he enters into an arrangement, in point of fact does produce the 16,000,000*l.*, and has those benefits from it which are involved in the terms entered into between him and the Commissioners of the Treasury; it therefore strikes me that you have him agreeing to furnish, and actually furnishing, a sum of money for the public service; that is the way in which it presents itself to my mind, and where I feel a difficulty which I should be very glad to have removed.

Mr. *Bramwell.*] Of course, I need not say, Sir, that that is a way of presenting this case, which, to a non-legal mind, or a mind not examining this matter with particularity, would at first give the notion that there was a contract. Undoubtedly, put in the way in which you have been pleased to put it, it is very difficult to say that it has not the appearance of being a contract. But what I am endeavouring to do is, to examine it critically, not to get a non-natural sense out of the words, but to see whether there is really in strictness a contract, because, after all, strictness means nothing more than that great pains are taken to ascertain the truth. What I am proceeding to do is, to examine the matter strictly and critically, to see what the contract was, and where it was.

Mr. *Attorney-General.*] You are quite right.

Mr. *Solicitor-General.*] What is the language of the Act of Parliament? Perhaps you had better advert to that. The language of the Act of 1782 is "a contract or an agreement with the Commissioners of the Treasury." Now, supposing a contract or an agreement to import mutuality and competency in both the contracting parties, is that contract or agreement to be found in the language of the Act of Parliament? Does the Act of Parliament authorise the Commissioners of the Treasury to carry that contract or agreement into effect? When you have answered the Attorney-General's question, I wish you also to refer to it in this point of view, in which it is capable of being looked at. Will you direct your attention, not to the written contract only, but to that which may be regarded as a proposal by Baron Rothschild and his contributaries, which is referred to in the Act of Parliament. Now, do me the favour to consider whether the Act of Parliament can be regarded as making that proposal to amount to a contract within the meaning of the statute.

Mr. *Bramwell.*] I had intended, Sir, to call attention to the terms of the Act of George the Third, and also, more minutely, to the terms of this particular Act of 1855. After I had disposed of the portion of the argument which I ventured to suggest to the Committee, I should begin, namely, to see whether there is any contract at all; but the truth is, that the two matters are so mixed up that it is exceedingly difficult to separate them. Of course, when I knew that I was to have the honour of attending the Committee, I endeavoured to be prepared, in order not to waste their time by addressing an unconsidered argument to them. Sir, I was endeavouring to keep the two things distinct if I could; at the same time, I know they are very much mixed up. What I have been endeavouring to struggle for, in the first instance, is this: Baron Rothschild sends in an offer, and if you look at the words instead of the result, it has very much the aspect of being a contract.

Mr. *Attorney-General.*] When I looked at it in the House of Commons I thought it was a contract. I quite agree with you, that when I come to look more into it, it is an agreement.

Mr. *Bramwell.*] "We hereby engage with the Lords Commissioners of Her Majesty's Treasury to subscribe the sum of 16,000,000 *l.*"

Mr. *Attorney-General.*] It is a provisional agreement; you cannot say anything more than that.

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Mr. *Bramwell.*] The Chancellor of the Exchequer's note, I understand, says (I do not know the exact words), "Your tender," or "your offer is accepted." No doubt, in any ordinary case that would make a contract. If a man tendered to me to build a house for a particular sum, and I said, "Your offer," or "tender is accepted;" or if I simply said, "That will do," there would be a good bargain between us. But what I am endeavouring to direct the attention of the Committee to, with submission, is this: it is impossible to suppose that there was a simple reciprocal obligation on the part of those to whom this tender was made, because then you might read it in this way: "Agreement made between Baron Lionel Rothschild, or N. M. Rothschild & Sons, and the Commissioners of Her Majesty's Treasury: We hereby engage with the Lords Commissioners of Her Majesty's Treasury to subscribe the sum of 16,000,000 *l.* in money for the loan," and so putting it forth; and then you would suppose, on the other hand, the words, "And we, the Commissioners of Her Majesty's Treasury, in consideration of such subscription undertake to grant the sum of 16,000,000 *l.* on the following terms: 100 *l.* sum of 3 per cent. Consolidated Annuities for every 100 *l.* subscribed, and an annuity for 30 years," and so on.

Mr. *Attorney-General.*] Still you need not do that; it is sufficient for you to send in those terms, and the other side accept your offer; there is the contract.

Mr. *Bramwell.*] If you suppose a contract in the ordinary sense resulting from the simple acceptance, then you must suppose that the obligation is to do that which the man tenders. What I have been endeavouring to put to the Committee is, that it is impossible to suppose this, because the Commissioners of Her Majesty's Treasury have no power to undertake to give the sixteen millions of stock.

Mr. *Attorney-General.*] I am only putting to you that the Commissioners of Her Majesty's Treasury accept the offer conditionally, and say, "If Parliament will sanction this loan and will give us power to carry it out, we accept your offer." I assume that to be the state of facts, and I wish you to direct yourself to that.

Mr. *Bramwell.*] I make answer to that, and say that that does not appear to be the case by the Act of Parliament. And now the observation which the learned Solicitor-General was pleased to make comes in; it does not appear that the Legislature have, in fact, treated what took place as though it had been such as to have the effect which has been mentioned.

Mr. *Attorney-General.*] The Treasury have given Baron Rothschild the loan.

Mr. *Bramwell.*] With very great deference, I deny that. I say that Baron Rothschild has no enforcible right of any sort, except what he possesses in common with the other contributors to the loan under the Act of Parliament, and I would venture to suggest it as a test to you, whether you could in any of our various courts of law or equity suggest that he could, by petition of right, or by any action or proceeding, have taken any steps with a view to compel the Treasury to do anything under that which is supposed to be the tender and acceptance.

Mr. *Attorney-General.*] Suppose a party chooses, for the sake of getting some pecuniary benefit to himself, to enter into an engagement with a person whereby he shall do a certain thing, but cannot compel that person by any legal or equitable process to do it, can he deny afterwards that he has had the benefit of the contract?

Mr. *Bramwell.*] I will come presently to the point whether Baron Rothschild is bound. The difficulty which you now put is, supposing that nobody is bound to him, though he may be bound. I was first endeavouring to get rid of the idea that anybody was bound to him in any way; and, secondly, I intended to address myself to the other point. If I might avail myself of the suggestion made by the Solicitor-General, this Act of Parliament does not recite any contract in any way, but it simply says that, as a fact, certain parties are in a certain plight; that they have paid their deposits; and then it gives them certain statutory rights; and I have endeavoured to suggest by an illustration which I gave, that the proposition supposes that the Commissioners of the Treasury

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Treasury have made a nugatory bargain of this sort. If the Act of Parliament gives you certain rights, you shall have them, because that is what it really comes to. Suppose, for instance, a commercial man had been tendering for a loan and had said, "If I make you this tender, what are my rights; am I sure of anything?" They would have said, "We cannot undertake that you shall have the loan; Parliament may not approve of it; we cannot undertake that we will advocate to the best of our ability that you should have the loan, because our opinions may change; we cannot undertake that anything is binding upon our successors if we are turned out, because it would be odd enough that those who turned us out because they differed with us should nevertheless be bound by that contract, for the making of which they turned us out." "Then what do you undertake?" We may imagine the Commissioners saying, "We undertake this to you, that if Parliament take the same view of the case as we do the Act will pass, and then you will get all the privileges the Act will give you." I should say in answer to that, "I am very much obliged to you for that. I know very well that if the Act passes I shall have all the privileges it gives me, but it appears to me that you undertake for nothing." And I think that when Honourable Members examine it they will find it to be so.

Sir, I may here appropriately make a remark which I intended to defer to a later period of my argument, namely, that in truth what takes place is this: that every one tendering for a loan has a very strong notion that those having the administration of affairs are the best judges of what Parliament will approve; there is no doubt of that fact, and that he trusts to their honour that if the Act of Parliament shall pass, it shall be in conformity with everything which has been done. But on the other hand, inasmuch as Consols might fall, so that perhaps an advantageous tender to the party offering to find the money at one time would become a disadvantage to him, it is necessary that you should have a hold upon him in some way, and that is done by his paying 10 per cent. into the Bank; then when 10 per cent. on the amount of the proposed loan is paid by him and the other contributors, you have a hold upon him; you have a pledge that he will keep his word, or, I should not say, "keep his word," because he is not compelled by the Act of Parliament to go on paying the money, but you have a security from him; you have him tolerably well bound, and he, on the other hand, is quite willing then to trust to what I may call a matter of honour in the Legislature in passing the Act to authorise the issue of the stock, and providing for the rights of himself and of the other contributors. The 10 per cent. paid into the Bank is in reality a guarantee that he will be of the same mind, and desirous of furnishing the other 90 per cent., as he professes to be at the time when he makes the tender. I have had the tender shown to me, and if in the first instance Honourable Members will be good enough in their own minds to suppose what it is that any persons undertake to the contributors to the loan, or to Baron Rothschild, I cannot help thinking that they will find that it is susceptible of an answer, and that it will be found to amount to nothing more than this nugatory undertaking; if the Act of Parliament gives you certain rights, we undertake that you shall have them.

Lord Advocate.] There is a great deal of force in your argument; you contend that the Act of Parliament is not a contract, but that it gives certain rights to special contributors; but the real difficulty is this; a very material and substantial act takes place before the statute passes; a tender is made to provide 16,000,000 *l.* for the public service; that is accepted. You say that that is not made a contract, and probably to the extent of binding both parties you are perfectly right; but in the meantime, Baron Rothschild has paid a very large deposit, and the Act of Parliament authorises that deposit, which in your view has been made upon the mere faith that a certain thing will be done. Now suppose that two parties tender to the Treasury upon the same terms for the whole loan, I suppose the Treasury have the power of accepting one and rejecting the other; or have they the power, according to your argument?

Mr. *Bramwell.*] I cannot deny, of course, that they have the power of expressing their approbation of one set of terms, and their comparative disapprobation of the other.

Lord Advocate.] Suppose the terms are the same.

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Mr. *Bramwell.*] Of course then they can say "The terms are the same, but we give the preference to a particular set of proposers."

Lord Advocate.] Then do you say that the Act of Parliament sanctions that preference, or makes that preference?

Mr. *Bramwell.*] It first of all gives it any validity; suppose a case of mistake, or even of corruption; suppose that there had been two tenders, one upon better terms than the other, and that the party who had tendered the worst terms had been preferred by the Treasury; and suppose the Chancellor of the Exchequer moving his resolution, and bringing in his Bill upon it, which afterwards passed into an Act, proposed that the parties preferred should be contributors to the loan, can there be any doubt that Parliament might say, if it thought fit, "No, we do not take that view; we agree that the money must be raised, but we think it should be raised upon the terms which you have not preferred;" and suppose one set of contributors had paid their deposits after the acceptance into the Bank of England, and the other set of contributors, in the firm conviction that their proposition was the better one of the two, and that Parliament would adopt it, had paid their contributions in the like way into some other bank, say the London and Westminster Bank, and then that this Act of Parliament had run thus,——

Mr. *Attorney-General.*] That could not be, because they would not pay their deposits except with the consent of the Treasury; it is in consequence of the Treasury accepting the tender of a particular set of persons that they pay their deposits.

Mr. *Bramwell.*] Of course no one would think of paying a deposit unless he had some intimation from the Treasury that the Treasury thought his terms such as that it was desirable that Parliament should adopt them. But I am endeavouring to put the legal possibility. I am quite sure it will not be said that I could not at this present moment, if I got a party to join me in it, pay into any bank a million of money, and then induce, if I could, the Chancellor of the Exchequer to come forward and say, "I think it very desirable that you should borrow 10 millions upon the terms which I know, from the fact of the deposit having been made, Bramwell and his co-contributors are willing to lend it upon," without any previous communication with the Treasury at all.

Sir, I have never attempted to disguise from myself that what has here taken place is, in one sense, a contract, but I think I shall be enabled to show that this is not a contract within the words of the prohibitory statute. I am quite aware that what has taken place is sufficiently in the nature of a contract to make the Committee feel that I am addressing myself very considerably to what one must admit to be a critical view of the Act of Parliament, perhaps to a certain extent losing sight of its spirit and intention, because one can very readily imagine that if the Legislature intended to prevent undue influence upon the minds of Members of the House of Commons by bargains between them and those who had the power of making bargains on the part of the Crown, which, if not actually obligatory at the time when they were made, were very likely so to eventuate; one can very well understand that if the Legislature intended to do one thing, they intended to do the other. I am now endeavouring to see whether this is within the words of the Act of Parliament, and for that purpose I am using, I will not pay it the bad compliment of calling it a quibbling argument, but a critical argument, to see whether there was any contract obligatory upon any parties with Baron Rothschild before the Act of Parliament passed.

Sir, I am very reluctant to trespass upon Honourable Members' patience. I will assume that I have got thus far in my argument, that up to the time when the statute passed, there was nothing that bound anybody to Baron Rothschild. Now, I come to the Act of Parliament passing, and first of all, is the statute itself a contract with the Commissioners of Her Majesty's Treasury within the Act of Parliament? It certainly is not. If it is to be assumed to be a contract, it is a contract with the whole community, with the nation at large; it is a bargain with the public; it is no more within this statute of George the Third, a bargain with the Lords Commissioners of Her Majesty's Treasury, than it is with anybody else who is here named.

Mr. *Attorney-General.*] There is no contract in the Loan Act. The Act refers to the antecedent circumstances; and the question is, whether there is anything

anything in the antecedent circumstances which amounts to such an obligation. The Loan Act does not in itself contain a contract. 16 July 1855.

Mr. *Bramwell.*] If I thought that every Member of the Committee would take that view, I would not pursue the point.

Chairman.] I do not think that it has ever been suggested, that the Loan Act in itself is the contract.

Mr. *Bramwell.*] Then I will not trouble the Committee upon that point.

Mr. *Attorney-General.*] If there is no contract without the Act, the Act in itself will not make a contract.

Chairman.] The point to which you were going to address yourself, I apprehend, was this, whether the Loan Act was a contract within the Act of George the Third.

Mr. *Bramwell.*] Yes, Sir.

Chairman.] Upon that point, I rather gather it to be the opinion of the Committee that there is no necessity for your addressing them.

Mr. *Bramwell.*] I will not trouble the Committee with a word upon that. Then the question really is, whether there is any contract made with the Baron prior to the passing of that Act.

Chairman.] Not quite that; only prior to the passing of that Act, taken in conjunction with that Act. The question which I put to you was, whether the Loan Act in itself, and by itself, was a contract within the meaning of the statute of George the Third. I did not address that question to you as meaning that that Act was not to be considered in conjunction with the other circumstances, namely, the tender, the acceptance, and the resolution, as possibly in one view of the case constituting a contract, when all those facts were taken together.

Mr. *Solicitor-General.*] It is an element, but not a contract *per se.*

Mr. *Disraeli.*] If it is admitted to be an element the matter must be argued.

Mr. *Duncombe.*] It has been argued by some persons that Baron Rothschild resigned his seat the moment he put his hand to that document of the 20th of April; on the other hand, it has been said that he did not do so until the Act of Parliament passed sanctioning the loan. That is the sort of doubt which common sense people have; that is the point to which I want to direct your attention.

Mr. *Attorney-General.*] That assumes that there is a contract vacating the seat.

Mr. *Bramwell.*] I have not said a word about that. I have not said a word about the nature of the contract; what I have been endeavouring to do is to apply myself first to the question whether he vacated his seat as soon as he sent in that tender, and got the significant nod of the Chancellor of the Exchequer, which intimated (for it really was nothing more) that these terms were approved of. I will not go over that ground again.

Sir, the way in which the case has been last suggested induces me to make this remark. There must have been some point of time at which Baron Rothschild vacated his seat. Now when was that? If I am right in what I have said to the Committee, it would not have been at any time before the passing of the Act. Then the question is, whether the Act of Parliament compels him to vacate his seat; that must either be because it is intrinsically a contract, or because in connexion with other matters it becomes a contract. I understand that the Committee relieve me from the necessity of arguing whether it is intrinsically a contract.

Chairman.] Exactly so.

Mr. *Bramwell.*] What remains to be discussed then is, whether in connexion with other circumstances it becomes a contract. With very great deference, though I understand the question, I declare I scarcely know how to address myself to it, because what is it? It being conceded that the Act itself is no contract intrinsically, it is suggested that when the Act passes, and it is looked at in connexion with other circumstances, it is an ingredient in the consideration whether there is a contract. Then I want to know now, with whom does

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the whole matter now become a contract? If I am right in the observations which I have already made, the Act of Parliament supersedes all notion of contract; it gives certain statutory rights and obligations. It would have been a simple act of tyranny (if I may be permitted to suppose that the Legislature could be guilty of tyranny) if the Legislature, without previous notice, had said, A, B, C, D, E, F, who have paid certain deposits into the Bank of England, shall be liable to have those deposits confiscated unless they paid 90 *l.* each more for every 10 *l.* which they have paid in, and then they shall be entitled to stock. But those parties having expressed their willingness that the Legislature should so operate upon those deposits, the Act passes; but as soon as the Act passes, all question of a contract is at an end. It not only is no element in the consideration whether there is a contract at all, but it supersedes all notion of a contract; it at once becomes the binding consideration between the parties alone. As I have put it, if instead of those who made the tender, the Legislature had thought fit to say, A, B, C, D, E, F, as an enforced loan shall do this, that, or the other, they would have been equally bound, and would have had the same rights, or, as in the case which I put where the tender had been rejected, but the parties had such confidence in the propriety of it that they paid their money into another bank; if the Legislature had thought fit to adopt them, they would have been in the same situation as these contributories are now. In truth, what takes places is nothing more than an intimation of a willingness on the part of the contributors to be the subjects of legislation upon certain terms, with a deposit of 10 per cent. to show their sincerity in their proposition, and as giving a security that they are ready to find the money upon the terms on which the Act of Parliament shall pass. If Honourable Members will be good enough to consider the case minutely, it will be found impossible to suppose that that Act of Parliament, which if it has anything to do with contract, owes its origin to contract, and supersedes contract when it has once come into existence, can be looked at as a part of the materials for considering whether there is a contract or not.

Chairman.] Suppose a person enters into an agreement with the tenant for life of an estate, which that tenant for life has not the power to sell except by force of an Act of Parliament, and the intended purchaser signs an agreement of this sort, "I hereby engage to pay you 100,000 *l.* for estate A, and to pay 10 per cent. deposit in a week's time;" and suppose the owner of that estate, who is only the tenant for life, applies for an Act of Parliament subsequently to enable him to sell the estate, but takes no notice of that agreement entered into between himself and the intended purchaser, and gets authority from Parliament to sell the estate generally; may the intended purchaser of that estate, or may he not, enforce that contract against the owner when the Act of Parliament has passed conferring the power upon the owner of the estate to sell it?

Mr. *Bramwell.*] I should venture to say, Sir, in that case, that neither party would have been bound, and for this reason: the way in which you have stated the case does not suppose any undertaking on the part of the tenant for life who was desirous to sell the estate; you have not put that into the proposition, and I suppose intentionally.

Chairman.] Intentionally.

Mr. *Bramwell.*] He would not, therefore, be bound, because he had not undertaken, and on the other hand the party who had apparently undertaken to pay 100,000 *l.* would not be bound, because there was no mutuality.

Mr. *Attorney-General.*] Suppose he took the cash and pocketed it, and then got this Act of Parliament, would you say that the person who had advanced his money would be entitled, not only to get his money back, which, of course, he would in another form, but to enforce the contract?

Mr. *Bramwell.*] That is a little complicated. One difficulty arises from the the Statute of Frauds; if no Statute of Frauds was in the question, any jury would infer that a contract had been made; that is to say, that there was a reciprocal obligation on the part of the tenant for life, corresponding with that of the intended purchaser.

Mr. *Attorney-General.*] Put the Statute of Frauds out of the question.

Mr. *Bramwell.*] Then I should say that there was a good bargain between both

both parties, because any jury and any reasonable person would infer, from the deposit having been accepted by the tenant for life, that the obligation was reciprocal; that I admit, and admit that there would be some plausibility, and that it would even be reasonable, to hold that a contract had been entered into if this Act of Parliament, instead of being what it is, had been an Act authorising the Treasury to grant a loan; if it had been an Act of Parliament not reciting that particular persons had paid deposits, and had got a right; but if it had been an Act of Parliament saying, "Whereas, it is desirable, for the sake of the public service, that 16 millions of money should be raised by a loan; now be it enacted, that the Commissioners of Her Majesty's Treasury may raise the same, provided they do not do it upon worse terms than those herein named," then I should say that it would be reasonable to hold that what had previously taken place was such a bargain with Baron Rothschild that if an Act of Parliament passed, authorising the granting of the loan, then the Commissioners of the Treasury did undertake to do it. There may seem certainly to be a very minute distinction between such an Act and this; but in truth it is not so, and it will be found to be a very substantial one. Let us apply this test: suppose the Act had been such as I have suggested, then Baron Rothschild, I apprehend, would have been entitled to go to the Commissioners of the Treasury, and say, "Parliament has authorised you to raise 16,000,000 *l.* of money upon certain terms. You undertook with us to do it upon those terms; we call upon you to fulfil the undertaking; we have no statutory right, but we call upon you to do it by virtue of your contract." But what I have submitted to the Committee already is this, that here the claim which the contributories have is, not by virtue of the contract, but by virtue of the statute, which makes the difference. And therefore, taking the case put by the Right Honourable Chairman, and also followed up by the Attorney-general, if I said to any man, putting the Statute of Frauds out of the question, "You are tenant for life; if you get an Act of Parliament to sell your estate, I will give you 100,000 *l.* for it, and here is 10,000 *l.* as a deposit," and if he took the deposit any jury would infer that he accepted the offer; then I should be at liberty to bring any action against him, and to say, "You undertook that if an Act should pass, authorising you to sell the estate for 100,000 *l.*, you would sell it to me for 100,000 *l.*; such an Act has passed: your obligation now arises, and I call upon you to fulfil it." I should have no statutory right against him, but I should have a perfectly good right, by virtue of the common-law obligation which he had entered into with me; it would be a sound contract, and it would be reasonable to infer it. But suppose I say to him, "I will give you 100,000 *l.* for your estate if an Act of Parliament passes compelling you to sell it to me, and in order to show you that I am in earnest I will pay 10,000 *l.* into a bank as a security;" and then suppose the Act of Parliament passes, not merely authorising him, but ordering him to sell to me, what is my claim against him? It is under the statute; it is of no use my talking about a contract; it would be quite nugatory.

Mr. *Attorney-General.*] Still, there would have been a provisional contract.

Mr. *Bramwell.*] With great deference, I venture to doubt that; with submission, the question is, whether the Committee are out of the gesture of assent by the Chancellor of the Exchequer, and scarcely anything more, to the tender of Baron Rothschild, to manufacture some contract.

Mr. *Attorney-General.*] There is a great deal more than that, because they actually take his basis and they receive his deposits.

Mr. *Bramwell.*] It is no part of the bargain.

Mr. *Attorney-General.*] It is done. Baron Rothschild makes a tender, and they say, "We accept that tender," and they not only accept that tender, but they take his deposits.

Mr. *Bramwell.*] With great submission, they do not. The money is paid into the Bank of England. Mr. Wilson says that they were paying interest upon Deficiency Bills at that time. This was not put to their credit in any way.

Mr. *Solicitor-General.*] It remains, I think, the property of the persons contributing, until after the passing of the Act of Parliament. That appears in evidence before us. Will you just apply your mind to this: suppose a tenant for life covenanted to sell an estate for 100,000 *l.*, and then an Act of

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Parliament passes to enable such tenant for life to sell his estate for 100,000 *l.*, perhaps it may be taken as a ratification of the intended agreement. It is a mistake in terms to use the expression, and we use it improperly when we say, "a provisional contract." A "contract," I suppose, is something upon which an action may be brought.

Mr. *Attorney-General.*] There I differ.

Mr. *Solicitor-General.*] Suppose that the Act of Parliament ran in this way, not enabling the tenant for life to convey the estate for 100,000 *l.*; but suppose it ran in this form, that the purchaser paying 100,000 *l.* into the Bank of England should become the owner of the estate, which would be a different form of Act of Parliament.

Mr. *Bramwell.*] I see perfectly the reason of your making that remark to me. I am very sorry to say that I have not got to a critical examination of this Act of Parliament yet; but it is clear that in that case there would be no reference to any contract at all according to the supposition; nor is there when you come to look at it. There is no reference to any supposed contract here. What I am endeavouring to present to the Committee is this: no one can say, no one does say or suggest, that the acceptance of the offer is an acceptance in its terms; that is to say, an undertaking on the part of the Treasury of the same or a corresponding character, Baron Rothschild to give 100 *l.*, and the Treasury to give 100 *l.* Consols, and 14 *s.* 6 *d.* for 30 years annuity. Nobody says that there is an undertaking in corresponding terms; as for instance, when one man says to another, "I will build you a house for 1,000 *l.*," and the other says, "I will pay you 1,000 *l.* for building me a house." Nobody surmises that that is the contract entered into here. Therefore the simple assent to the proposition cannot be considered like the ordinary assent to a proposal where both parties are competent to contract. Then, inasmuch as it cannot be said that that is the agreement entered into, ingenuity is put to work to surmise some possible contract that may be said to have been entered into by the Commissioners of Her Majesty's Treasury. Up to the time of the passing of the Act of Parliament there can be no contract at all. The Act of Parliament is not in itself intrinsically the contract, but then it is said that it is to be looked at in conjunction with other matters, with the view of ascertaining whether upon the whole there was a contract; an expression which I use, because whenever we find it in a judgment we have a very considerable distrust of the validity of that judgment. Whenever learned judges say, "Upon the whole, we think," we think so and so, we generally conceive that they do it because they have not any really good ground for their opinion. I say when it is contended, therefore, that upon the whole, looking at the Act of Parliament, and at what took place previously, there is a contract, I venture to deny it, because the Act is no part of the previous transactions; to a certain extent it results from them, but as soon as it comes into effect it supersedes them; and, with great deference, it cannot be said to be taken with them. Now let me say a word upon the Act of Parliament.

Chairman.] Before you go to that I wish to direct your attention to a portion of the Evidence, in order that you may not miss anything in your argument. If you will turn to Questions 120, 121, 122, 123, and 124, you will find there the terms upon which the money was paid into the Bank of England. In Question 120 Mr. Solicitor-general asks, "Can you inform the Committee whether the Bank of England parted to the Treasury with any portion of the deposits previously to the loan being sanctioned by Act of Parliament?—As soon as the deposit was paid we should not have parted with it; we should have held it to the account of the Government. The deposit was made in two sums; Baron Rothschild making a deposit, I think, of 1,400,000 *l.*, and the Bank of England depositing 200,000 *l.*, which was their portion of the stock that the Bank of England took." "*Lord Advocate.*] What were the terms in which the deposit was made; how was it entered in the Bank books?—I think it is entered as being deposited against this particular loan of 16,000,000 *l.*, then in course of payment." "If Baron Rothschild had demanded repayment of the amount deposited by him, you would not have repaid it?—Certainly not." "Lord *Hotham.*] Should you have held it on the part of the Government, or, jointly, on the part of the Government and on the part of Baron Rothschild and the Bank of England?—I consider that as soon as it was paid to us we held it on the part of the Government only." I allude to these

questions

questions and answers, in consequence of the question which the Attorney-general put to you with reference to the acceptance of the deposit, and whether that would not make some difference. Then the Solicitor-general asks, "Are you not aware that there was a Bill brought in for the purpose of enabling the Government to have the use of these deposits previously to the loan being finally contracted?—I am aware that a Bill was brought in." "What necessity would there have been for that Bill if you held the deposit on behalf of the Government?—The Government are not able to use this deposit till the Act has received the Royal Assent. We would not have parted with it to the Government until the Act of Parliament was passed."

Mr. *Bramwell.*] I have very little doubt that the Bank would very tenaciously have clung to this 1,600,000 *l.* until it had been seen whether it was to be a portion of the loan or whether it was not. I am almost reluctant to say that I have not touched upon the point to what extent Baron Rothschild might have been bound. Down to the present moment, I have been endeavouring to consider how far any one was bound to him. It might well be that he might have been bound, or his deposit might have been bound. I am sorry to have divided my discourse into two heads, one of which has taken so long a time. I cannot help, at this moment, making this remark, as I am speaking in the presence of those who, I am very happy to think, are well able to correct me if I am wrong, because it enables one to speak with a confidence which one would not do if addressing those who were probably not so well able to deny the correctness of what one said. I venture to say that the Bank of England would have had very great difficulty in retaining any portion of this money if any one had thought fit to demand it back.

Mr. *Attorney-General.*] Even if an Act of Parliament had passed?

Mr. *Bramwell.* No, Sir, not then. Let me put a case which has just occurred to my mind. I do not know how it will work out. Supposing I said to anybody, "I think so and so would be willing to sell an estate to you for 100,000 *l.*, but I cannot enter into any undertaking for him or for myself in any way, but I think it would be just as well that you should pay 10,000 *l.* into the Bank of England as a security that you are enabled to pay a portion of the amount at all events, and that he shall not be put to needless expense in examination of the title, or any other matter. As soon as you have done that, I will go to him and tell him, and then perhaps you and he will be able to come to an agreement together." Suppose that was done, and I then went to the party who I thought was willing to sell the estate, and he said, "Yes, I think the offer is an eligible one, and now I will enter into an arrangement with him;" there would then be no obligation of any sort on either party, until the intended seller and buyer had come to their agreement, which, in this case, is the Statute, which intrinsically is no obligation; and yet there you might have everything which has taken place here. You might have the intimation of the friend, if I may venture to call the Chancellor of the Exchequer the friend of the community at large; you might have him stating the terms upon which he thought it desirable that the estate should be sold; you might have him talking over those terms with the proposed buyer; you might have the deposit paid, and you might ultimately have the owner of the estate selling it upon those terms. There would be no contract there till it was entered into between the seller and the buyer, though the latter had paid in his deposit long before. That I venture to think is a strictly analogous case, only that there there would be a contract between the intended seller and the intended buyer, whereas here there is only an Act of Parliament between the intended borrowers and the intended lenders. Now I really do not want to trouble the Committee further upon that part of the case; I consider that I have addressed myself sufficiently to it.

Chairman.] Whether there is a contract at all?

Mr. *Bramwell.*] Whether there is a contract on the part of anybody to Baron Rothschild.

Sir, let me say one word as to whether there is a contract on the part of the Baron, because, for anything that I know, it may be imagined that, although nobody is bound to him till the Act passes, yet he is bound, and that his being bound would bring him within the Statute. Now I cannot help making this remark at the very outset, that it would be very odd if it were so, because we can hardly think that the Legislature intended to include the

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case of Members of Parliament entering into contracts which were onerous upon themselves, binding upon them, and which gave them no rights; that whereas I have entered into a contract which the Government can enforce against me, it is one which I cannot enforce against the Government. I venture to deny that there is any obligation on Baron Rothschild's part if there is none towards him. I hope I may be forgiven for suggesting to the Committee that it is not only a rule of law, but I venture to think a rule of good sense, that every contract supposes mutuality. It is clearly a rule in our law, and as the Committee are dealing with the provisions of a particular Statute, they must apply our law to them. Of course there are exceptions; a man may bind himself by an instrument under his own seal, in which there is no consideration and no mutuality; he will still be bound. But this is not a contract under seal; it is what is called the law of parol, and it is essential to its validity that there should be reciprocity. Probably I might say that all Honourable Members, not only those who are conversant with the rule, but those who are not so, would bear that out: it is so familiar to us. I might also say that it is not a rule of English law only, but I might quote from Pothier, part the first. This is in a note in Chitty on Contracts: "A contract is an agreement by which one or many persons oblige themselves to one or many others to give, to do, or not to do, what they like. Four conditions are essential for the validity of an agreement: the consent of the party who obliges himself, his capacity to contract, a certain object which forms the matter of the engagement, and a lawful cause in the obligation." Then the note says: "Rognon, in his edition of the French Civil Code, thus comments on the words 'are essential': 'As the absence of one alone of those four conditions prevents the contract from existing.' And on the words 'of the party who obliges himself,' he remarks, 'It must be added, and of the party with whom he enters into the obligation, for there is no contract unilateral without the consent of both parties.'" If therefore there was no obligation till the Act of Parliament passed, on the part of anybody towards Baron Rothschild, I venture to think there was none on his part towards anybody else. I cannot understand how it could be binding upon him; and it was in reference to that that I ventured to say that the Bank of England might have had some difficulty in keeping this deposit, if he had thought fit to claim it before the law passed. Of course, when the omnipotence of Parliament had once been called into action, and that Act had passed, no one could reclaim the deposit from the Bank of England; but till then I think it very doubtful whether it could not have been taken. I may mention one or two illustrations. Honourable Members perhaps know that, to make a contract, an offer must be made, and there must be an acceptance of it. It is a clear understanding that if you send the offer by post, you give the person who receives a right to answer in course of post, whether he accepts it or not; but if by any chance, before he can post his accepting letter, the other party withdraws the offer, there is an end of it. To give a familiar illustration, if I say to anybody, "I will sell you my horse for 50 *l.*, and give you a week to consider of it;" if during the week I go to him, and say, "I recal that," I am under no obligation; if he says, "Yes," I am bound. Take the common case of a guarantee: I say to a man, "If you will supply A. B. with goods, I will pay you if he does not;" I am at liberty to go to him at any time, and say, "Supply no more, for I will not pay you." I might put many other instances of that kind.

Mr. *Attorney-General.*] Should you go the length of saying that if, after the Loan Act had passed, Baron Rothschild had said, "I will pay no more deposits," there would have been no lien on the part of the Commissioners of Her Majesty's Treasury?

Mr. *Bramwell.*] I am clear upon that; we have looked carefully through this Act of Parliament, and we find that there are no words of obligation. The only thing clear in the Act of Parliament is in the 14th section, which specifies that those who have paid their deposits, and do not continue to pay, lose what they have paid.

Mr. *Attorney-General.*] You say that, taking the tender of Baron Rothschild, taking what has passed between him and the Treasury, and the Act of Parliament, if no further deposits should be paid, the Government would have no remedy against Baron Rothschild.

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Mr. *Bramwell.*] I was contending that, Sir, and I was going further; what I was saying was this, that until the Act of Parliament passed, I cannot see but that Baron Rothschild might have demanded his money back. If you will be good enough to look through the Act of Parliament, which I dare say you will do, you will find that there are no words of obligation in it from beginning to end. There is another thing, Sir; I think it will be found to be clear that the obligation cannot be upon the Baron, because he is at liberty to sell the scrip as soon as 10 per cent. is paid, and then what is to become of his obligation? It would not be an obligation upon the transferees. Is he bound to see that those to whom he transfers pay up their calls? It is quite enough to say this, that no intendment will be made of an obligation when an Act of Parliament has passed defining what the rights of the parties are, and when it does not impose an obligation in express terms.

Mr. *Attorney-General.*] If there is a previous agreement, which that Act of Parliament ratifies, there is no necessity for it. If a man says, "I will pay certain instalments at certain fixed periods," and you then get an Act of Parliament.

Mr. *Bramwell.*] I cannot help thinking how very much that suggestion aids my argument, for the purpose of showing that there is no contract, and I will tell you why, Sir. The words are, "We hereby engage with the Lords Commissioners of Her Majesty's Treasury to subscribe the sum of 16,000,000 *l.*" Now, that, if it is an obligation at all, is an obligation upon Baron Rothschild. What says the Act of Parliament; does it refer to him? Not at all.

Mr. *Attorney-General.*] Suppose they had been the sole contributors?

Mr. *Bramwell.*] If they were the sole contributors, I should not have the topic which I have now.

Mr. *Attorney-General.*] There is nothing obligatory upon Messrs. Rothschild to accept the contributions of others; they do it by subordinate arrangements entered into between them and other persons who are willing to take a share of the loan.

Mr. *Bramwell.*] So they do, Sir; but it seems to me reasonable to suppose that if this really had been an obligation, Parliament would have treated it as such, and would have referred in some way to it; instead of which, strange to say, although this tender on the part of the Baron, and the acceptance, may in some sense be said to give birth to the Act, that is to say, it is a *sine quâ non*, probably, yet when the Act of Parliament passes, no reference is made in any way to that supposed obligation.

Mr. *Attorney-General.*] The Act of Parliament seems to be based upon certain antecedents, which are well known to Parliament to take place in the course of these public loans, namely, a tender to the Government on the part of some individual, and that that individual, either before or after he makes his tender, opens his list and obtains a certain number of contributors, who take portions of the loan. All that proceeding being familiar to Parliament, from the frequency of loans in this country, Parliament passes an Act. That seems to me to assume all that has gone before.

Mr. *Bramwell.*] According to my view, the first important matter is this: The Chancellor of the Exchequer, I believe, moves in the House of Commons a resolution that it is desirable that a loan should be effected upon certain terms. Of course it would be very naturally said to him by the House, "Those are possibly very desirable terms, but what assurance have you that you will be able to raise the money upon those terms? No doubt if an Act of Parliament passes, creating a certain amount of stock, the capacity of the nation to perform its part of the undertaking will be established, but how do we know that you will get the money?" It would never do for the Chancellor of the Exchequer to say, "I have taken such a view of the money market that I am sure I shall." Therefore he comes prepared to say, "I am quite certain I shall be able to do it, because I have been communicating with a great house, who have expressed their willingness to lend the money upon those terms." "But that great house may change their minds." "No, they will not; at all events there is no great harm if they do: pass the resolution to-night, and to-morrow they will pay their money into the Bank of England."

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Mr. *Attorney-General.*] You say that that will not give a hold upon the deposit.

Mr. *Bramwell.*] I entertain very considerable doubt whether the contributors could not have got back their deposit.

Mr. *Solicitor-General.*] Supposing the words of the Act of Parliament to be imperative; supposing the words "it shall be lawful" to be imperative, then the only obligation results from the enactment.

Mr. *Bramwell.*] Just so, Sir.

Mr. *Solicitor-General.*] We want to see whether there is an obligation resulting from the combined effect of what precedes the Act of Parliament and the Act of Parliament itself, or does the obligation result from the enactment?

Mr. *Bramwell.*] I say, Sir, that the only obligation results from the enactment.

Mr. *Solicitor-General.*] Then it is not necessary for your argument to contend that the Act of Parliament does not create an obligation.

Mr. *Bramwell.*] Quite so, Sir; but I shall hardly be blamed for having as many strings to my bow as I can, except that I would not willingly dilute a good point, if I may say so, with a bad one. I say, first of all, that there is no obligation upon the contributories in the Act, except the obligation of losing their deposits. Further, I submit that if there is an obligation upon them at all, it is a statutory obligation, and not an obligation arising out of contract.

Lord Advocate.] You say that you think you have reason to maintain that the contributors could get back their deposits before the Act of Parliament passed; but is it not essential to your argument to maintain that?

Mr. *Bramwell.*] No, Sir, with submission, I think not. Supposing I say, "I enter into no contract of any sort or kind, but there are 10 *l.* which I put in the hands of a stakeholder; I undertake for nothing, but I put 10 *l.* in the hands of a stakeholder with this view." Then if Parliament pass a certain Act, operating upon that 10 *l.*, of course it will be subject to the regulations so made by the Act of Parliament. If they do not pass an Act of that sort, it comes back to me.

Lord Advocate.] Before they do either one or the other, what is to prevent your taking the money again.

Mr. *Bramwell.*] I have very great difficulty in seeing.

Lord Advocate.] If you cannot do it it must be in consequence of the right of some other party to prevent you; what right is that?

Mr. *Bramwell.*] That is using in a forcible way the argument which I put upon it. Supposing a man says to me, "I have a friend who is desirous of selling you his estate, but before doing so he wishes a guarantee that you are able to purchase it; pay 10,000 *l.* into the Bank of England." I do pay the 10,000 *l.* into the Bank of England; I write to his friend and say, "I give you a week to consider whether you will sell me the estate or not;" before the week is out I change my mind, and say, "Give me back my 10,000 *l.*"

Lord Advocate.] All I meant to say was, that that seems to follow from your argument necessarily.

Mr. *Bramwell.*] I believe it does, Sir. With great submission, I would say that I never yet have found when I have been contending for a principle which was correct, that there was any damage in pushing it to its extremities. I verily believe that if this case is looked at as a matter of law, Honourable Members will find what I have stated to be correct; it is not a supposable case that anybody would have done it; but I cannot help thinking that if by any chance our army in the Crimea had been annihilated, and Consols had gone down 20 per cent., and it would not have been worth while for the contributors to go on with the loan, if before Parliament had passed the Act which imposed the obligation and conferred the rights, the contributors had gone and demanded their money back, it would have been very difficult for the Bank to have resisted it. I can very easily see what might have been done. The Bank would probably have refused to give back the money, and Parliament would have passed an Act enacting that as certain parties wished to get back their money, and the Bank

Bank refused, the Bank should be indemnified for so doing; in point of law, I venture to submit that there is nothing to prevent the money being taken back. The contract must be mutual. I am not bound if you are not bound, and I may pay 10,000*l.* over and over again, and if you are under no obligation to me I may get it back.

Sir, my learned friend puts into my hands a quotation from Chitty on Contracts, at page 12: "A contract," says Pothier, "includes a concurrence of intention in two parties, one of whom promises something to the other, who on his part accepts such promise. A pollicitation is a promise not yet accepted by the person to whom it is made; a pollicitation is the promise of the party alone who offers. A pollicitation, according to the rules of mere natural law, does not produce what can be properly called an obligation, and the person who has made the promise may retract it any time before it is accepted, for there cannot be any obligation without a right being acquired by the person in whose favour it is contracted against the party bound." Now I suppose I need not mention that Pothier is a very great jurist, who thus refers to the rule of the civil law, which is in conformity with what I have been venturing to think is the rule of our law also.

My argument, therefore, Sir, upon this part of the case is this: I say that there was no obligation to the Baron until the Act passed, and then that it was not a contract, but a statutory obligation; I say if there was any previous obligation on his part, at all events the Legislature never could have intended to prohibit bargains burdensome to the party entering into them, giving him no rights, but capable of being enforced against him; and thirdly, I say that there was no contract at all on the part of the Baron till the statute passed, which did bind him.

Mr. *Attorney-General.*] Has your attention been called to the Resolution of the House of Commons of the 20th of April, the 5th Resolution, "That every contributor shall, on the 24th day of April 1855, make a deposit of 10*l.* per centum on such sum as he or she shall choose to subscribe," and so on, and then that other payments shall be made at certain fixed dates? Then it goes on to say, "That all the monies so to be received by the said cashier or cashiers of the said Governor and Company of the Bank of England shall be paid into the account of the receipt of Her Majesty's Exchequer at the Bank of England, to be applied from time to time to such services for Great Britain and Ireland as shall then have been voted by this House in this Session of Parliament." This is anterior to the Act of Parliament passing. So that if any person pays in a deposit, does not he pay it in upon that contract made between the Government and that person?

Mr. *Solicitor-General.*] You have omitted a part which is material: "That every contributor shall make a deposit of 10*l.* per centum on such sum as he or she shall choose to subscribe towards raising the said sum of 16,000,000*l.*, as a security for making the subsequent payments on or before the days or times hereinafter mentioned."

Mr. *Bramwell.*] I think that that might very well be. It must be taken that those who pay their money probably must pay it in upon those terms; but I ask, with great submission, who are the contracting parties there with those who pay in the money? Not the Commissioners of Her Majesty's Treasury. Take it to be a contract,—I will not struggle against that,—I believe that the bargain here, if anything, is between the Parliament at large and the contributors. But, take it to be a bargain, or that from that a bargain may be inferred, who are the parties? Not the Commissioners of Her Majesty's Treasury, but the House of Commons.

Mr. *Attorney-General.*] They got the money.

Mr. *Bramwell.*] They do not get it till afterwards. I venture to urge that the Treasury could not get it by that resolution. I need not say that the Resolution is not the law.

Mr. *Attorney-General.*] No; only if a person pays in his money upon the faith of the resolution, it is difficult to say that he can get it back again.

Mr. *Solicitor-General.*] The resolution states, "That all the monies so to be received by the said cashier or cashiers of the said Governor and Company of the Bank of England shall be paid into the account of the receipt of Her

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Majesty's Exchequer at the Bank of England, to be applied, from time to time, to such services, for Great Britain and Ireland, as shall then have been voted by this House in this Session of Parliament."

Mr. *Attorney-General.*] Clearly; that is what I read just now; still we perfectly know that it is the Treasury.

Mr. *Freshfield.*] That appropriation is not under the resolution; it is the ground-work of an Act of Parliament.

Mr. *Attorney-General.*] No doubt; all that I used it for was to point out to Mr. Bramwell that I thought there was a weakness in the argument, that the parties could get the money out again, seeing that they paid it upon those terms after the resolution.

Mr. *Bramwell.*] After having that read to me, I would rather withdraw the argument that they could get it back. It appeared to me that they could get it back, but that having been read to me, it may well be taken that the money is paid in upon those terms. I am not even now quite sure that it could not be got back, but if it could not be got back at all, it must be because there is some binding obligation upon those paying it in. What is that binding obligation? Not contract, if I am right. The resolution of the House of Commons would not make it law. If, therefore, it is binding at all, it is because in reality the nation, by the resolution of the House of Commons, makes this bargain. When I say the nation, I believe I ought not to speak in that way, because the only party capable of binding, in the name of the nation, is the Crown; but if it is binding it must be because the Crown, through the medium of the resolution of the House of Commons, makes a bargain of that description. I am not clear that that is so; it has come upon me rather by surprise; I had not seen it; I ought to have been aware of it. I doubt very much whether the money could not have been got back again, notwithstanding that resolution; but supposing it could not be, it must be because it is held fast by virtue of some obligation on the parties who deposited it, which deposit, I say with very great deference, is not with the Commissioners of Her Majesty's Treasury, or with any other persons named in this Act of Parliament of the 22d of George 3, c. 45. I say, therefore, assuming that the money was held fast, it must have been by virtue of that Resolution (and the more I think of it the more I feel inclined to doubt that it was held fast), and not by virtue of a contract with any of the parties with whom contracts are prohibited here.

I hope the Committee will forgive me, if I call attention generally to the terms of this Act of Parliament authorising the loan. It is very strange that if any obligation can be supposed to have been created anterior to the passing of this Act, no mention is made of it in the Act; I speak in the presence of those who make Acts, and in the presence of a good many who expound Acts, who all know that it is the most universal thing in the world, in an Act of Parliament to recite its origin. If it arises out of a resolution or out of a contract, or anything else, if it arises out of any cause or necessity or good reason, you find it stated in the preamble of the Act of Parliament in some way. But here there is no statement at all of that kind, but simply that certain persons have paid into the Bank of England money upon the terms of the resolution. It recites the resolution, "That the sum of 16,000,000*l.* be raised by annuities in manner hereafter mentioned;" it recites what each contributor will get, and it recites that, pursuant to the resolution, certain parties have made a deposit in the Bank of England; it then proceeds to give them certain rights without imposing upon them any obligation at all. I submit that the true construction of this Act of Parliament, is this, that certain persons have intimated their willingness to be legislated upon; they have made a certain advance of money in a particular situation, so as to be the subject of an Act of Parliament, and then they express their willingness that they and their money shall be legislated upon on certain terms, and the Legislature acts upon it.

Sir, I may be permitted shortly to say, in case there should be any lingering doubt in the mind of any Honourable Member upon one point, that it was solemnly decided that what I may call a popular expression among lawyers was an ill-founded one, namely that an Act of Parliament conferring certain rights upon railway companies was a bargain with the public. That expression has been continually used; it is convenient enough as a metaphor, although not very accurate. In the case of the York and North Midland Railway (1 Ellis & Black-

burn,

burn, 858), where there was an attempt to compel that company to make a line which they had powers to make, the Court of Exchequer Chamber held that it was an erroneous expression to say that it was a bargain with the public; that it was no bargain with the public at all. I mention that with a view to what I have been told I need not trouble myself about, namely, whether the Act of Parliament is an intrinsic contract. Upon the other question I have said all that I feel warranted in saying (I do not say all that I could have said), namely whether there is a contract at all. Sir, it is suggested to me that the different depositors having sold their scrip receipts, the Act of Parliament could not operate upon the original contributors in any way, but only upon the deposits; I think I have adverted to that before.

Lord Advocate.] Before you go from that point, I wish your consideration to be directed to these resolutions a little more particularly. These resolutions refer to contributors; but they are all parties who are about to contribute, because the first deposit of 10 per cent. is subsequent to the date of the resolutions. Baron Rothschild is not referred to in these resolutions at all. Would you consider that, notwithstanding his not being named, he was entitled, if he thought fit, to make his full deposit under the tender or offer which he had already made?

Mr. *Bramwell.*] Of course, my argument is, that he had no right of any sort or kind.

Lord *Advocate.*] The first comer would be entitled.

Mr. *Bramwell.*] Any person who had allotments.

Lord Advocate.] Without allotments at all, would not any person be entitled to go to the Bank of England, and pay his 10 per cent.?

Mr. *Bramwell.*] "Resolved, that every contributor shall be entitled," and so on; then, "that every contributor shall, on the 24th day of April 1855, make a deposit of 10 *l.* per centum."

Lord Advocate.] That is his first deposit; therefore before that there could be no contributor at all.

Mr. *Bramwell.*] I will suppose that, if one can suppose such a case, that a man had had a quantity of stock allotted to him, and had become bankrupt.

Lord Advocate.] There is no allotment.

Mr. *Bramwell.*] Not as between any one here and the Baron; there is as between him and certain other persons.

Lord Advocate.] But these resolutions know nothing about that at all. To speak intelligibly, it comes to this: if Baron Rothschild had, notwithstanding these resolutions, a right to go to the Bank of England, to the exclusion of anybody else, and pay in his whole deposit for the loan, it must have been by virtue of something else, and not of these resolutions. If, on the other hand, he could only go as one of the public, it is not a contract, but only a tender.

Mr. *Bramwell.*] Every resolution contemplates more than one contributor.

Mr. *Attorney-General.*] Because it is known perfectly well that no man can find 16,000,000 *l.*, and that the man whose tender is accepted by the Government in the ordinary course of dealing opens a list for other contributors; therefore the resolutions of the House of Commons and the Act of Parliament passed subsequently refer to the ordinary known course of dealing, and to the fact that contributors take shares.

Mr. *Bramwell.*] With great deference, is not this the correct way of looking at it? Parliament is assured by the Chancellor of the Exchequer that there are parties who will be willing to contribute upon those terms.

Mr. *Attorney-General.*] All they know is, that there is a House which will undertake to find the money.

Mr. *Bramwell.*] With great submission, I do not think that is so.

Mr. *Attorney-General.*] Because that House makes the tender.

Mr. *Bramwell.*] If that were so, one would think that they would refer to the tender only. Suppose that Baron Rothschild the next day had said, "I have changed my mind, I shall not take any of this loan," would it not have been competent for the Bank of England, with the sanction of the Chancellor of the

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Exchequer at all events, to have allowed me or anybody else who had had nothing to do with the previous tender, to pay in our contribution upon these terms? I cannot help thinking that it would have been. I really believe that the true way to look at this matter is to consider that all that takes place between the Chancellor of the Exchequer and those who tender for the loan is, that something is done which enables the Chancellor of the Exchequer to assure the House that if they take his view, namely, that it is expedient to raise the loan upon certain terms, the money can be procured.

Mr. *Attorney-General.*] I understand you to go the length of saying this: Supposing the Chancellor to have accepted the tender of Mr. A. B., and to have intimated that to him, and notwithstanding that supposing a Member of Parliament to come the next day and say, "If you will get rid of any previous engagement which you have made, and accept my tender upon the same terms, I will promise you my support at the moment when it is of the greatest importance to you to get it," you say there is nothing to bind the Chancellor of the Exchequer to the contract with the first man.

Mr. *Bramwell.*] I do, Sir, with very great confidence. Of course we cannot suppose the Chancellor of the Exchequer to be personally bound; he is bound by virtue of his office as one of the Lords of the Treasury; if he is bound by virtue of his office so are his successors. Suppose that any Honourable Member had moved that the terms of the loan were injudicious, and that in lieu of the terminable annuity being 30 years it should be for 25 only, and that there had been a division, and the Government had been beaten and gone out, and that all the other resolutions had been carried in the way that these are, and then Baron Rothschild had said, "I made my tender upon the terms that I should get a terminable annuity for 30 years," can it be doubted that the Chancellor of the Exchequer would have been at liberty to receive contributions from anybody else? No doubt, it may be said, that the resolutions can be altered, but the resolutions are not the same things as the Baron agreed to. I only put that by way of illustration, because my contention upon that part of the subject is this: that inasmuch as the propriety of the terms must have been a matter of discussion, and it must be supposed that the liberty of discussion had been reserved to those who agreed to them in the first instance, it is impossible to suppose that those who agreed to them in the first instance could have been bound at all; and if they are not bound there is no reciprocity.

Mr. *Solicitor-General.*] I do not think you quite see the force of the Lord Advocate's observation. The Lord Advocate calls your attention to this. The paper signed between Rothschild & Sons and the Commissioners of the Treasury gives a preference to Baron Rothschild in this respect, that it allows him to go into the market to get persons to contribute to the loan. Now the Lord Advocate calls your attention to the fact that that advantage is given to the Baron, and the question for you to consider is, whether that species of advantage can be regarded at all as amounting to a contract for the public service.

Mr. *Bramwell.*] What I should venture to say upon that is this, I think that it is exceedingly possible. I think in that spirit, if I may so say, there is enough of a contract, which I may call one of honour and not of law, to make the case such an one as for other purposes, and upon other considerations, I might say would have been contemplated in the Act of Parliament, without either party being bound. But taking the view in which you have been pleased to put it, what we have to deal with is this: Is there a contract within the Act of Parliament? not, Is there an advantage given? because upon all honourable understanding certain preferences would be given to Baron Rothschild. Now I quite agree that it may be an advantage to a man that his tender should be accepted in that way, because I quite agree that, as a matter of honour, the Chancellor of the Exchequer would never allow anybody else but him and his co-contributors upon these terms to pay the money into the Bank of England, and get the stock; but I say there is nothing in point of law to prevent it, and although a substantial advantage is given to the superior lender, I say that advantage is not given by a contract within the meaning of the Act of Parliament. I think it would be absurd to say that an advantage is not given to him. It may turn out to be an advantage, but still a preference is actually given to him. No doubt,

doubt, in point of practice and of honour, one may say that the nation at large is bound, and so is he; no doubt that may be so, and it may be a beneficial thing, and therefore, to a certain extent, it may be within the mischief of the Act, subject to the next part of the case to which I am going to address myself. But we are dealing with the dry question, is there a contract? With great submission, I do feel the force of what the Lord-Advocate has been pleased to put; but I urge upon him, in return, supposing you should come to the conclusion that this is within the very mischief of the Act of Parliament, I say it is not within the words. The Legislature has not prohibited all advantages of that character being given to Members of the House of Commons, but it has prohibited contracts. The question, therefore, with which we have to deal, is not whether the advantage is got by usage, or practice, or honourable understanding, but whether it is obtained by contract; and I do venture to submit that, according to law, the Chancellor of the Exchequer might, the very day after these resolutions had passed, have sent down word to the Bank of England, "Do not you take any money from Baron Rothschild, or anybody else coming with scrip issued by him, but take it from Messrs. Baring, and from people coming with scrip issued by them." Sir, I will now address myself to the question, whether this is a contract within the Act of Parliament.

Mr. *Attorney-General.*] Just let me see the length to which you propose to push your argument. Let me suppose this: the Loan Act of Parliament has passed; do you mean that after the Loan Act has passed, if Baron Rothschild came down with his contribution it would be competent to the Government to say, "No, we will not take it"?

Mr. *Bramwell.*] No, Sir, because when the Act of Parliament has once passed, all the contributors, of whom he is one, have certain rights given to them. They have already paid their deposit; they are identified persons. It is as though the Act of Parliament had said, Whereas A. B. C. and D., and all the letters of the alphabet (I am afraid to give the names of the parties), have made certain deposits, be it enacted, that it shall be lawful for them to go on paying, and they shall be entitled to so and so. The Chancellor of the Exchequer, in that case, could not have refused. What I am putting is, that after the resolutions, and before the Act, the Chancellor of the Exchequer might have said, "Although I have accepted your tender, neither of us are bound."

Mr. *Attorney-General.*] "I can get better terms to-day."

Mr. *Bramwell.*] "I can get better terms to-day," or it is a caprice, or what not. Now I have said that I should be sorry to give the names of the different contributors to the loan. I think, when I come to the second question before the Committee, the Committee will see why.

Sir, I am under one difficulty in arguing this part of the case, which is, that inasmuch as I contend that there is no contract at all, it is rather difficult for me to assume, in the second branch of my argument, that there is one, for the purpose of saying that it is not within the Act of Parliament. However, I will suppose that it is some sort of contract; and then the question is, whether it is within the Act of Parliament. Now, Honourable Members will see that if it is so it is a matter of the most alarming character. See what the first section of this Act of Parliament says: "For further securing the freedom and independence of Parliament" (I will endeavour to leave out all the needless words that I can) "be it enacted, that after the end of this Session, any person who shall, directly or indirectly, himself or by any person in trust for him, or for his use or benefit, or on his account, undertake, execute, hold, or enjoy in the whole or in part any contract, agreement, or commission made with the Commissioners of His Majesty's Treasury or of the Navy or Victualling Office, or with the Master General or Board of Ordnance, or shall knowingly and willingly furnish," certain matters, which I leave out at the present moment, "shall be incapable of being elected or of sitting or voting as a Member of the House of Commons during the time that he shall execute, hold, or enjoy any such contract, agreement, or commission, or any part or share thereof, or any benefit or emolument arising from the same." Now, if I understand that rightly, and if this contract for a loan (calling it a contract) is within the Act of Parliament, it appears to me that every one of the contributors to it, and everybody who shall be the holder of that which is in the condition of scrip at at all events, and I cannot see why it should not extend

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even to after it becomes stock, is included. I have a difficulty in seeing why every Member of Parliament who, at any time, shall be not only an original subscriber, but the holder of any portion of this loan, is not to lose his seat in consequence of it, and be incapable of sitting and voting in the House of Commons. The expression is, "any person who shall directly or indirectly, himself or by any person in trust for him, undertake, execute, hold, or enjoy in the whole or in part any contract, agreement, or commission, shall be incapable of being elected or of sitting or voting as a Member of the House of Commons during the time that he shall execute, hold, or enjoy any such contract, agreement, or commission, or any part or share thereof, or any benefit or emolument arising from the same." So that all the bankers and merchants who have joined Baron Rothschild in this matter, and who are contributors to the loan, are in the same situation as himself, and so they will continue to be, and so everybody will continue to be, it appears to me, who has any portion of this stock which has been raised under this loan. It is a consequence which legitimately follows from the construction of the Act of Parliament. It seems quite clear, that anybody who is joint contributor to the loan vacates his seat, because it is quite clear that Baron Rothschild communicated with a great many people before he made his tender. There are 590 names, I am told, in the original list of contributors sent in to the Bank. I believe one is tolerably well aware that bankers and merchants of eminence who enjoy seats in the House of Commons are pretty sure to be applicants for the loan, and the House would undergo a rather considerable thinning, I think, if every one who was a contributor in that way vacated his seat.

Mr. *Duncombe.*] How many Members of Parliament are there in the list?

Mr. *Bramwell.*] I cannot answer the question.

Mr. *Duncombe.*] I thought you mentioned the number.

Mr. *Bramwell.*] No, I said a very considerable number; I believe the words of the Act are, "any person who shall, directly or indirectly, himself or by any person whatsoever in trust for him, or for his use or benefit, or on his account, undertake, execute, hold, or enjoy, in the whole or in part, any contract, agreement, or commission made," and so forth, "shall be incapable of being elected, or of sitting or voting as a Member of the House of Commons, during the time that he shall execute, hold, or enjoy any such contract, agreement, or commission, or any part or share thereof, or any benefit or emolument arising from the same." Now, amongst the benefits and emoluments which arise from the contract, would be the possession of 16,000,000 *l.* of Three per cent. Consols, and consequently, if any Member of Parliament at any time should buy any portion of those Consols, he would be a person enjoying a benefit or emolument arising from this contract like others, and he must vacate his seat if I read the Act of Parliament rightly.

Chairman.] These words, "or any benefit or emolument arising from the same," are not in the former part of the clause; the words in that part are, "any person who shall undertake, execute, hold, or enjoy, in the whole or in part, any contract, agreement, or commission made or entered into with" certain persons. That is the prohibitory part of the statute. Has it not been determined under that, that it must be the principal contractor, and that the sub-contractor is not liable to forfeit his seat under this Act.

Mr. *Bramwell.*] I am not aware of that.

Chairman.] I think so.

Mr. *Bramwell.*] I am told that it has been so held, but I should say, with submission, that it is for this reason: the sub-contractor is a party responsible to the man with whom he makes the contract; there is a new contract.

Chairman.] Just so. Would not it be argued in this case that the contributories to this loan are in the character of sub-contractors with Baron Rothschild? I mean, supposing it to be a contract at all, would it not be put upon this ground: that the person who signs the engagement, or the tender, or whatever you call it, assuming it to be a contract, is the contractor; and that any persons to whom he gives the benefit of that engagement, or any parties having the benefit of that engagement, being called contributors, would be something like assigns in law; in other words, they would be sub-contractors, and not the contractors?

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Mr. *Attorney-General.*] If you suppose a previous contract with Baron Rothschild, that he shall tender in his own name, on behalf of himself and others, would he not be a trustee for them? I think it makes all the difference. I do not agree with Mr. Bramwell. I do not think there is anything in the argument with reference to the purchasers of scrip at a subsequent time, because there is no trust for them on the part of Baron Rothschild; but there would be a serious question as to those for whom he is a trustee.

Mr. *Bramwell.*] I think, Sir, with great submission, you are putting the only possible way in which these gentlemen can be relieved. At the time when Baron Rothschild goes to the Treasury, it is said that Parliament and Government take notice of what the nature of his application is, and no doubt they do. Is he not in reality applying on behalf of and in trust for a great number of different people? It is not as though there had been an independent contract made, and subsequently another contract; but at the very time when he goes up and gets an assent to his proposition, when what is called the contract is made, surely in that case not only a court of equity, but a court of law, would say, "You are applying not on your own behalf only, but on the behalf of all those persons to whom you have sent round circulars, and who have paid their 10 per cent." Observe the words, Sir: "Who shall directly or indirectly, himself or by any person in trust for him, or for his use or benefit, or on his account, undertake, execute, hold, or enjoy." I really have very great difficulty in seeing why, if any portion of this sixteen millions of stock at any time gets into the hands of any Member of Parliament, not only if he was one of the original subscribers, but if he subsequently purchased any portion of it, he is not to vacate his seat; and, as my learned friend suggests to me, the very contract itself supposes that Baron Rothschild is applying on behalf of the contractors; for it says, "For each instalment after the deposit a proportional amount of stock and annuity to be credited to the contributors in the books of the Bank of England." It might really be desirable that Members should send to their brokers, and tell them to take very great care that in any of their future purchases they do not purchase any of this sixteen millions; because, although the prohibitory part is as the Right Honourable Chairman has read it, still when you come to see what the consequences are, the consequences are these——

Chairman.] "He shall be incapable of being elected, or of sitting or voting as a Member of the House of Commons, during the time that he shall execute, hold, or enjoy any such contract, agreement, or commission, or any part or share thereof, or any benefit or emolument arising from the same."

Mr. *Bramwell.*] The penalty of vacating the seat applies?

Chairman.] I submit to you whether that is not too hasty a conclusion to arrive at?

Mr. *Bramwell.*] It is not necessary for me to say so.

Chairman.] It is not necessary for your argument?

Mr. *Bramwell.*] No, Sir. If I am right in my view, it makes it a more extravagant case; but it is enough for me to say that it applies to every one of the original contributors. Then the 10th clause is this——

Chairman.] Will you, before you go to the 10th clause, allow me to ask you this question, whether it might not be possible that the prohibitory parts of the first section, supposing this to be a contract, would refer to the person entering into the contract, and any other person for whose benefit he at the same time knowingly entered into the contract with the Government; and that a distinction should be made between those contributories and any other contributories who subsequently came in? Might not a distinction be drawn between those classes of contributories?

Mr. *Bramwell.*] I think it might, Sir. If we look at the intention of the Act of Parliament, it is to prevent corrupt contracts. If the 10th section were not in the Act of Parliament, one might be led to construe the first section as you have suggested; but the 10th section shows that the first section cannot be so construed, because it supplies that which is wanting in the first section. It says, "That in every such contract, agreement, or commission to be made, there shall be inserted an express condition that no Member of the House of Commons be admitted to any share or part of such contract, agreement, or commission, to any benefit to arise therefrom, and that in case any person

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who hath entered or who shall enter into any such contract, agreement, or commission, shall admit any Member of the House of Commons to receive any benefit thereby, such person shall forfeit the sum of 500 *l.*, to be recovered," and so forth. So that it appears, one would think, from that (there is some difficulty in understanding it, no doubt), that the 10th section only put a penalty upon the contractor admitting a Member of the House of Commons to a share of the benefit of the contract. But it would be rather odd that that Act being penal, a Member who took a subsequent benefit should not be provided for at all; the 10th section in terms only prohibits the contractor from giving a portion of the benefit of the contract to a Member, and prohibits him under a penalty; it does not in terms prohibit a Member from taking the benefit of the contract, or impose any penalty upon him. But it clearly treats the thing as an offence, because it puts a penalty upon it; and whenever anything is provided for by a penalty, it is in point of law considered an offence, and void; it is an offence on the part of both parties doing it, and the contract is void. Of course, therefore, if that is so, it would be the provision of a penal Act, and it would be wrong on the part of a Member taking a subsequent share in such a contract. Then, inasmuch as the Legislature have imposed no punishment upon him, one is inclined to say that that must be because they considered him within the first section; or, it may mean, as my learned friend suggests, that inasmuch as it is rendered illegal to transfer any share, he gets nothing by it, and the penalty attached to him is that it is void *quoad* him; although I cannot help thinking that mine is the better view of the two, that the reason why he is not punished by section 10 is because he is provided for by section 6. In other words it comes to this, that every Member of the House, originally a party to a contract with these Commissioners, vacates his seat; so does every Member of the House who takes the benefit of a contract made by a man not a Member of the House; therefore the Members of the House are both provided for; and then the other contracting party, namely, the man not a Member of the House, but permitting a Member to take a portion of the contract, is provided for by a penalty put upon it. It is an argument which, I think, I may fairly present, especially with reference to what I shall say presently. I may be told that that argument does not show that Baron Rothschild ought not to vacate his seat, but only that a great many other people should do so; that may be true, no doubt, but looking at the practice I cannot help saying that to construe the Act in that way, would be to give it an alarming effect. Will the Committee now permit me to construe the Act? I have been rather looking to the penalty than to the enacting part; now let us see what the enacting part is. I will, as I have done before, leave out as many words as I can: "Any person who shall undertake, execute, hold, or enjoy, in the whole or in part, any contract, agreement, or commission entered into with the Commissioners of His Majesty's Treasury, or of the Navy or Victualling Office, or with the Master-general or Board of Ordnance, or with any one or more of such Commissioners, or with any other person on account of the public service, or shall knowingly and willingly furnish and provide, in pursuance of any such agreement, contract, or commission which he shall have entered into, any money to be remitted abroad, or any wares or merchandize to be used or employed in the service of the public." Now, one would say, as a matter of construction, that the contracts prohibited were those the performance of which was prohibited, because it would be very irrational to say that all that was prohibited as matter of performance was the finding money to be remitted abroad, or wares or merchandize; so that as a matter of performance you might do something other than those three things without incurring the penalty, and yet at the same time that the contract for doing that other thing which it was lawful to do, was an unlawful contract. It is said that all contracts are prohibited; it is found here that three acts of performance are prohibited; I say that three acts of performance being prohibited, the contract prohibited must have reference to the performance of one of those three acts which are prohibited. If there be a contract for the performance of a fourth Act not prohibited, it is irrational to suppose that though the Legislature prohibited the contract they nevertheless did not prohibit its performance. I cannot help thinking, therefore, that the contracts prohibited are the same as those the performance of which is prohibited; I speak in the presence of those who are well able to correct me if I am wrong, but I say so with considerable confidence.

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Now what are the things prohibited to be done by means of a contract? Knowingly and willingly to furnishing money to be remitted abroad, or wares or merchandise. Sir, there is a rule of law which I venture to think is a rule of good sense: *expressio unius, exclusio alterius.* If you prohibit one thing by name, and distinctly you exclude another thing of a somewhat similar nature from that prohibition; if I were to say to a man, "I prohibit your leaving England for the purpose of going to Scotland;" and he left England for the purpose of going to Ireland, I think he would have a right to complain if I made any objection to it; because he would say, "Your prohibition was made in a particular way; and I supposed, as you named one particular place, you did not prohibit my going to another." Now here is an Act of Parliament which prohibits the furnishing of money to be remitted abroad. I will undertake to say, at least I hope I may undertake to say, that in a court of justice construing a penal Act, it never would be said that a statute which prohibited furnishing money to be remitted abroad, by implication prohibited furnishing money to be used at home; and the very fact, Sir, of the Act prohibiting the furnishing of money to be remitted abroad, is a most cogent argument to show that it does not prohibit the furnishing of money to be used at home.

Chairman.] Might not this be the operation of the first section? Take the words down to "public service." Might it not be possible that the former part of the section relates to the prohibition of a future contract, and the latter part prohibits acts done in consequence of some contract already entered into prior to the Act of Parliament? Observe the words, "or shall knowingly and willingly furnish or provide, in pursuance of any such agreement, contract, or commission," not "which he or they shall make," but "which he or they shall have made or entered into as aforesaid, any money to be remitted abroad, or any wares or merchandise to be used or employed in the service of the public." I mention that, because in the debates it was mentioned that a portion of this Act of Parliament, and I imagine it is that portion, was intended to apply to a Mr. Harley, who had contracted with the Government to furnish money for sending goods abroad; and it is said that they actually contemplated passing an Act of Parliament to incapacitate such an act as that. But the question which I should wish to put to you is, whether the first part of the section does not relate to future contracts, and the latter part of the section to past contracts?

Mr. *Bramwell.*] I think I can show, Sir, upon several considerations, that it cannot be so. What may have been the primary intention of the framers of the Act I cannot undertake to say. Although I am speaking in the presence of one of the best drawers of Acts, yet of course I may venture to say that it does not follow that those who draw Acts are the best expounders of them.

Chairman.] The legal question which I should wish to ask you whether down to the words "public service," the prohibition does not relate to future contracts, and whether from the words "public service," the prohibition does not relate to past contracts?

Mr. *Bramwell.*] I think not, Sir, with submission. In the first place, the expression "shall have made," I think, is more correct, if one looks at it grammatically, with reference to a future thing not yet done than to a thing done at the time. If it had referred to something past, I think it should have been "which he has made or entered into; but "shall have made" means which at a future time he shall then have made. I think it correct in the first place. In the next place, supposing it were not so, "shall make" and "shall have made" are very often incorrectly used, I think, even in Acts of Parliament. Then, Sir, unless it were so, the furnishing of things would only be prohibited with reference to past contracts, and not with reference to future contracts, which could never have been the intention of the Legislature. There is still a further matter, I think, which is this, that, in truth, past contracts and their performance are protected by this very Act of Parliament; and inasmuch as the Statute does not annul past contracts, it would be very hard if, they remaining in force, there should be a retrospective law compelling a Member to vacate his seat. The Act of Parliament does not vitiate contracts already in existence; it does not say that Members of Parliament shall be relieved from the obligation to perform them. It would have been a retrospective law, and very

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objectionable, if it had provided that a Member should lose his seat in consequence of such a contract.

Mr. *Attorney-General.*] The protecting clause only relates to contracts made for a year.

Mr. *Bramwell.*] I am just going to refer to that: "Provided also, and be it enacted, that nothing in this Act contained shall extend, or be construed to extend, to any contract, agreement, or commission made, entered into, or accepted before the passing of this Act, the term whereof will expire in the space of one year from the time of making thereof." That is the 4th section. The 7th is, "Provided also, and be it enacted, that any person who is now a Member of the House of Commons, and holds and enjoys any such contract, agreement, or commission, may be discharged from the execution thereof on giving twelve months' notice to the person or persons with or from whom such contract, agreement, or commission is made entered into, or accepted, of his desire that the same shall cease and determine, and such contract, agreement, or commission after the expiration of the term aforesaid shall be null and void." Now surely within that year, during which he cannot escape from the contract, it would be monstrously hard for it to be said that his performance of it, being still obligatory upon him, vacated his seat.

Mr. *Attorney-General.*] It is not to apply within twelve months; but I read it, that although it is an existing contract, and therefore this would be a species of *ex post facto* legislation applicable to it, yet if he does not choose to get rid of it within the 12 months he shall lose his seat. The difficulty I have is this: that by your putting the more limited construction upon section 1, by holding it only to apply to cases of performance in the latter part of the section, you would exclude all contracts for public works which are most important. They are not wares or merchandise, or sending money abroad. Take the building of the Houses of Parliament, that would be excluded by your construction; whereas that would be a case to which, of all others, it would be most desirable that the enactment should apply.

Mr. *Bramwell.*] No doubt, Sir. According to my contention there are, no doubt, some contracts left out. But supposing that this was only applicable to contracts then entered into, it is very difficult to see why the Legislature should not have prohibited every kind of contract and its performance.

Mr. *Attorney-General.*] Unless the suggestion of the Chairman is the true one.

Mr. *Bramwell.*] Then I think there would be great difficulty; I should say that, whether you suppose that this was intended to apply to contracts already in existence or not, the argument is still good, that it shows what kind of contract was intended to be prohibited. Now, when that is coupled with the consequence which I have ventured to point out to Honourable Members, namely, the vacating of the seat by everybody who is a contributor to this loan; when I have a plausible ground for contending that the Act of Parliament does not apply to a loan; when I show the consequence of those two things taken together, I cannot help thinking that the arguments which I have urged ought to have very considerable weight with the Committee.

Sir, I now come to another matter which is partly a legal matter, I suppose I must say, and partly a practical one. It is a rule of law that the contemporaneous exposition of an ancient Act may be resorted to, in order to show its meaning. Whether this Act of Parliament is old enough for that purpose, I do not know. From the time this Act passed till the time when the discussion arose, nobody ever thought of urging that a contract for a loan was within its provisions. It is a most remarkable thing (and the Committee have it in the evidence of Mr. Wilson) that in the very Session in which this Act passed, when a gentleman was complaining that it would disqualify him, because he held a contract for the furnishing of money to be remitted abroad, although he, at that time, was a contributor to a loan, he never thought of saying that he should be disqualified on that ground. You have the same thing taking place in the succeeding year, about Mr. Smith getting up in the House, and stating that he had been ill-used; stating openly that he was a contributor to a loan. You have the same thing taking place continually, down to the present moment; and you have this remarkable circumstance that in, I believe, the only

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only loan which really was made by virtue of a contract with the Commissioners of the Treasury, namely, the Slave Loan, in the year 1833 (and I think I may be permitted to call the attention of the Committee to it for one moment), you have that state of things existing which, as I say, had it existed here, would indeed have made this a contract within the Act of Parliament; for you have in the 24th section of the Abolition of Slavery Act this enactment, "Be it enacted, that the Lords Commissioners of His Majesty's Treasury of the United Kingdom of Great Britain and Ireland, may raise such sum or sums of money as shall be required from time to time, under the provisions of this Act, and may grant, as the consideration for such sum or sums of money redeemable perpetual annuities or annuities for terms of years (which said annuities respectively shall be transferable and payable at the Bank of England), upon such terms and conditions, and under such regulations as to the time or times of paying the said sums of money agreed to be raised, as may be determined upon by the said Commissioners of the Treasury, not exceeding in the whole the sum of 20 millions." So that in case there was a power given to the Commissioners of the Treasury to contract, they could bind the nation to that which here they could not; no further Act of Parliament was necessary at all, and accordingly, in that case, you find that there is a formal contract entered into, signed by them, differing altogether from the supposed formal contract here. I am not aware whether is anything in this Act of Parliament which says that any Member who contributes to that loan shall not lose his seat; no, there is not. Therefore you find that in the contracts which the Treasury enter into under the provisions of this 24th section, they put in that provision which finds its way into every contract which, as Mr. Wilson says, is at any time entered into by any of the public officers with different gentlemen, namely, a clause in conformity with the 10th section of this disqualifying Act of George the Third, that no Member shall have any benefit.

Mr. *Attorney-General.*] Do you find that any such paper, call it contract if you please, do you find that any such contract as the one signed by Messrs. Rothschild was entered into in the first Loan Acts after 1783? I ask this question because I have reason to think that what was done immediately after the period which you have alluded to, in the earlier loans which took place after the passing of the Act of George the Third, the Act of 1782, was merely that there was a list of contributors; was there anything more than that?

Mr. *Bramwell.*] I cannot answer that question.

Mr. *Attorney-General.*] It would be a striking fact, undoubtedly, if there were such an agreement as that signed by Messrs. Rothschild, entered into immediately after the passing of that Act, and if in it there was no such clause excluding Members of Parliament. I am told that there were no such agreements entered into after the passing of that Act, but merely lists of contributors. In lists of contributors you would not expect such a clause.

Mr. *Bramwell.*] You would not, Sir. But I may be permitted to make this remark, that that list of contributors would have been equally a contract, because it would have taken place by word of mouth; nobody suggests that it ever was done in point of fact.

Mr. *Attorney-General.*] May not the fact of there having been no such agreement, but simply a list of contributors, arise from the circumstance that it was a contrivance resorted to for the express purpose of avoiding the consequences of the Act.

Mr. *Bramwell.*] I cannot think that, Sir.

Mr. *Attorney-General.*] There is this startling fact, that in the debates in the House of Commons it was proposed to exclude loan contracts, and that was refused by The House on the ground that they were the special mischief intended to be prevented; and yet you find that immediately after the Act passed these contracts were in this form, and that Members of Parliament did contribute to these loans. The only way in which it strikes me that that can be accounted for is, that instead of having any contract they were satisfied with having a list of persons.

Mr. *Bramwell.*] My impression is that Mr. Wilson states that most of these tenders for loans were made in the same way.

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Chairman.] These are Mr. Wilson's words; it begins at Question 22: "With reference to loans of this description, can you produce any contracts for loans or engagements to make a loan in any prior year?—We have none that we can find earlier than 1801; but I have all the loans that have been made since 1801, down to the present time." "Are they made in a similar form to this?—There are very slight differences." He subsequently says that the loan engagement of 1812 was altered from the loan engagement of 1801, by the circumstance of leaving out the words "on behalf of the contributaries." Then, in answer to Questions 75, 76, and 77, he says this: Lord Seymour asks him, "You read a list of contributors to the loan in 1783, who were to pay a certain deposit to the Bank?" He replies, "I take it that that was the form in which they must have paid it." "Would not those contributors to the loan of 1783, having paid the deposit to the Bank, be, as regarded the Government, in exactly the same position in which Baron Rothschild was when he had paid his first deposit to the Bank?—Precisely. Having looked at the Act of Parliament, I find that the Act of Parliament contains no other penalty, and no other power over the contractor, but the forfeiture of the deposit, or the instalments that may be paid." Then I asked this question, "But is there not this difference between the two, that in the one case that engagement is entered into before the contribution is made, and in the other it does not appear that any engagement has been made?—We have no evidence of any engagement having been made." Taking those answers together, I think it is perfectly clear that in the Treasury they have no evidence of any engagements, such as that which Baron Rothschild has entered into, prior to 1801.

Mr. *Bramwell.*] Possibly not, Sir.

Chairman.] That does not meet your observation, that a list of contributaries is similar to an engagement in point of law.

Mr. *Bramwell.*] As you are pleased to observe, it will not meet the argument for what it is worth.

Mr. *Attorney-General.*] No doubt there may have been engagements which they cannot bind.

Chairman.] This is what the Attorney-General referred to; it may be convenient to you to have it (*handing a book to* Mr. *Bramwell.*)

Mr. *Bramwell.*] I do not know what may be said within the walls of the House, but it is a little too much to say that the Commissioners of the Treasury have been going on for 20 years evading the Act of Parliament by taking a list of contributors, and not a contract.

Mr. *Attorney-General.*] There have been very gross cases.

Chairman.] There is another observation which might be made upon that. Might not all these engagements have been made by public competition, as we find they were since 1793, as introduced by Mr. Pitt? Down to the year 1793, as far as I have been able to ascertain, there have always been reserves kept for the Treasury which they may have distributed, but the whole system was altered since 1793.

Mr. *Attorney-General.*] It occasioned great discussion.

Mr. *Bramwell.*] May I read this, Sir, which you have been good enough to hand to me?

Chairman.] If you please.

Mr. *Bramwell.*] "The House resolved again into a Committee on the Bill, when a particular part of it gave rise to a tedious conversation; the point was this: it was proposed to enact that all persons supplying Government with timber, corn, money &c., on contract, should be disqualified from sitting in Parliament, except such as should subscribe money to the public loans; the question was, whether this exception should remain or not. Some thought loan was a more dangerous engine of influence than contracts, and that the exception ought therefore to stand. This was in a great measure allowed by others, but they appeared to be under apprehensions for the fate of the Bill in another House, if it should be clogged with anything that should alter the idea that some people might have entertained of the matter when they consented to support a Bill called the Contractors' Bill; the exception might make people say it was more than

than a Contractor's Bill, and more than they would consent to pass. The exception, however, was withdrawn, it being generally understood that a separate Bill should be brought in for that purpose." Now, Sir, I cannot help feeling upon that, with very great submission, that those who withdrew the exception, and intended to bring in a separate Bill, thought it, in all probability, as a matter of construction, tolerably safe as the matter stood. One has continually known, and I think not altogether unfairly, that in considering what would be the effect of a Bill as proposed to be drawn, it has been considered undesirable for a particular thing to be put too prominently forward. It is said, "If you think it stands as it ought to be, do not call attention to it by putting it more prominently." I can very readily understand, and I should infer what was the feeling of those parties who withdrew the exception, because we do not find that any other Bill was brought in with a view to that exception. I should suggest to you that this is really a loose note of a proposition brought forward by some person *ex majore cautelâ*, as we are in the habit of saying, objected to on the other hand, withdrawn because not thought to be absolutely necessary, and the matter left to a construction being put upon the Act as it then stood. It was never brought forward again, because those who were interested in supporting it were not afraid of the construction of the Act as it stood. We find that the practice ever since has been in conformity with the construction which, I say, should be put upon this Act of Parliament; and we find it not only negatively, but affirmatively. It may be possible that the reason why these loan contracts, as I call them for the moment, are not within the Act of Parliament, is because they are no contracts at all. But we find that there has been nothing of that sort done in any engagement for a loan; that there have been no such clauses as this statute requires in any such engagements for a loan; we find that Members of Parliament have kept their seats without any objection, and we find that when there is a contract entered into to make a loan, which the Treasury is competent to enter into, this disqualification clause is put in that contract.

Chairman.] Where do you find that, for it has escaped me that that loan engagement of 1833 contains that particular clause?

Mr. *Bramwell.*] I think Mr. Wilson says so.

Chairman.] Our attention has not been called to that; it is not before us at present.

Mr. *Bramwell.*] I am corrected; I am told that he has not said so. I presume, from his not saying so, it is not so. He says, "The loan is signed by all the Lords of the Treasury, from the First Lord downwards."

Mr. *Attorney-General.*] I think it is a strong argument in your favour that it is not to be shown in any of the loan engagements, and that the uniform course of the Treasury shows that they have not considered them within the Act.

Mr. *Bramwell.*] Whether that supports both of my propositions, or merely one of them, is a matter of indifference; because if I am in the right in respect of either of them, Baron Rothschild is entitled to retain his seat.

Sir, I have at very great length troubled the Committee. I have now concluded all I have to say. I venture to submit that upon both of the two questions which I have brought before the attention of the Committee, namely, whether there was any contract at all, and if there was, whether it was one within the Act of Parliament, the Baron is in the right, and is entitled to your opinion in his favour.

Mr. *Honyman.*] Sir, I have the honour to appear on the same side as Mr. Bramwell, in behalf of Baron Rothschild, in this case; and I propose to trouble the Committee with very few observations, because, after the length of time which my learned friend has occupied, it would be disrespectful on my part to do otherwise, and it would be presumptuous for me to suppose that I could add much, if indeed anything, to what has already fallen from him.

No doubt, supposing that the construction of the Act of Parliament was clear, and that, on the construction of the Act of Parliament it was perfectly obvious that this was a case within the meaning of the Act, then, of course, the fact that the usage had been the other way could not be taken into account at all upon the question, nor could the Committee, of course, look at what the

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consequences which would follow would be. But when we find that the usage has been, according to Mr. Wilson's evidence, wholly inconsistent with the notion that Baron Rothschild has vacated his seat by entering into a contract of this sort; and when we find what the consequence is which would ensue from putting this construction on the Act of Parliament, it may well be that that is matter for the serious consideration of the Committee, in considering whether they will hold that the contract, if a contract at all, falls within the Act of Parliament.

Now, I think, with reference to the position of the contributors to the loan they are in this position: either Baron Rothschild, in making this application, was acting as the agent of the persons who would contribute, or he was not; if he was so, they are clearly within the first section of the Act, and are disqualified; if not, then the case clearly falls within the tenth section, prohibiting the contractor from afterwards giving any part of the loan to any person at that time a Member of the House of Commons. And it would have this twofold operation, that Baron Rothschild would not only render himself liable to the penalty of 500 *l.* in every instance in which he allows a Member of the House of Commons to take any portion of that loan by arrangement, subsequent to the contract with the Government, but, in addition to that, I apprehend that the tenth section, saying that all these loans shall be subject to the express condition that the contractor shall not give any portion of the loan to a Member of the House of Commons, and imposing a penalty upon him for so doing, would, in point of fact, make it an illegal contract, and consequently a void contract, and the desired result is obtained in that case by making a contract between the contractor and a Member of Parliament utterly void.

Now the Committee will no doubt have observed that the same thing which in this Act of Parliament is said to disqualify the Member from sitting and voting subjects him to a penalty if he sits and votes after the making of the contract. Therefore clearly this consequence would follow, that it must be treated as a penal Act of Parliament. The prohibitory clause being similar to the 9th section, which is a penal clause, it would follow that before the Committee could hold that Baron Rothschild has vacated his seat by what has taken place, they must be prepared to hold that the same matter would render him liable to the 9th clause. Therefore, by the ordinary principles governing the construction of penal Acts of Parliament, the Committee must see that it is clearly and unambiguously within the terms of the Act of Parliament.

Now if this is a contract at all, when is it that the contract is entered into? I understand that the general impression of the Committee certainly is that there is no contract till the Act of Parliament passes; that the disqualification is not annexed till the Loan Act passes; first of all, because the Lords Commissioners of the Treasury have no power to contract to charge the Consolidated Fund with these annuities without the authority of Parliament; and next, that that being so, Baron Rothschild is not bound until they are in a position to ensure him that which is the consideration for his promise. Then I also understand that it is not considered that the Act of Parliament in itself constitutes any contract, but it is suggested that probably it might be put on the other side that this is a contingent engagement only, to become a perfect one upon the Act of Parliament passing. Now, in the first place, that would be certainly giving to the contract, if it is a contract, a meaning wholly different from that which appears on the face of it, to be collected from the words of the contract, because the contract, engagement, or whatever it may be called, on Baron Rothschild's part, is certainly in terms not an engagement to do it, provided the Treasury obtain permission from Parliament for granting this stock, but it is an absolute contract to provide that amount at all events. On the other hand, it will be seen that there is no contract at all on the part of the Lords of the Treasury to give him the annuities provided they obtain the sanction of Parliament for so doing. But then the Act passes, and it certainly is a very curious thing that there would be no one moment of time when any obligation is imposed upon Baron Rothschild by the contract, because prior to the Act there is no obligation, and the moment the Act passes there is an obligation, not by the contract, but by the Act itself. The Act of Parliament recites that the contributors have paid money into the Bank in certain names, and what it proceeds to do, imposing no obligation upon

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Baron Rothschild to pay up the remainder, is to define the rights and liabilities of both parties. On the one hand, it authorises the contributaries to pay the residue of the loan into the Bank of England, and enacts that upon their doing so they should be entitled to receive certain consolidated annuities. On the other hand, by way of guarding against the non-performance by them of that, it says if they fail to do so, not that they or Baron Rothschild are to be liable by the contract to pay up the remainder, but to forfeit all they have already paid without receiving any corresponding advantage from the nation.

Now, Sir, if an engagement had been entered into which Parliament knew could not be carried out without their sanction, which was necessary in order to give validity to the engagement and to render either of the contracting parties liable to have that engagement enforced upon them, it seems odd, to say the least, that they should not have put a stipulation in the Act of Parliament, that if either party failed to carry out that agreement they should then be liable to the ordinary consequences of breaking an agreement. But, on the contrary, they define and express that the only consequence to ensue is, that the persons who have deposited money are to forfeit all that they have already paid. No doubt that was considered sufficient. I, therefore, submit, with regard to that, that it seems to me almost impossible to say that the Act of Parliament imposes any liability, either by itself, or by reason of anything which Baron Rothschild has done, upon him at the present moment, to pay up the money. If he, or the contributors, refused to pay up the money, the only remedy which the Treasury would have against them would be by confiscating the deposits already made; but it would be impossible to compel Baron Rothschild to pay up the money by virtue of his contract. In order to make out that, it must be shown that what has taken place amounts to a statutory ratification, not merely of that part of the contract which is embodied, as it were, in the Act of Parliament, but of that part of the contract with respect to which the Act of Parliament is wholly silent.

I am not aware of any case which has been decided on the construction of this Act except two, one of them being the case to which the Chairman called attention, namely, that of the sub-contractor, which really does not seem to me to have any material bearing upon this case: that was the case of Thompson *v.* Pearce, 1 Broderip & Bingham, 25. There is one observation made by the judges in that case; though not one, probably, which would have any very strong bearing upon the question. They point out that if an army clothier contracted with the colonel of a regiment to supply clothing for the troops, looking on him in the character of a sub-contractor, if he was within the terms of the Act of Parliament, the Act of Parliament would have a very inconvenient operation in this way, that it would embrace a very large class of the community, and would probably go much beyond what was the intention of the Legislature. I do not attach much weight to that, further than its showing that in this case, if the Act included people who took any part of the loan, it would certainly disqualify a very great number of the community, or prevent them from making such contracts.

The other case is the case of Mr. Bish, which is mentioned in Rogers on Elections, the Leominster Case, in which certainly a Committee of the House of Commons said that he was disqualified, by reason of his having entered into a contract with the Lords of the Treasury on the subject of the Lottery Acts. Now I believe the contract in that case is before the Committee; but upon looking at the Act it will be seen that it was not as here, where a man makes a contract with the Treasury which they have no power at the time to make, and for which a subsequent Act of Parliament is requisite. The Lottery Acts, namely, 3 Geo. 4, c. 101, and 4 Geo. 4, c. 60, enabled the Commissioners to enter into such contracts; because the 3 Geo. 4 enacted expressly that it should be lawful for the Commissioners of his Majesty's Treasury to sell and dispose of to any person or persons, bodies politic or corporate, any number of tickets not exceeding in the whole a certain number, in one or more lottery or lotteries, at such price for each ticket as the Commissioners of the Treasury should think fit, and under and subject to such stipulations and regulations as to the payment of the sums contracted to be given for the tickets, and as to the instalments and times of payment, and as to any forfeitures or penalties for non-payment, and so on, as the Commissioners of the Treasury should think proper and expedient. It was also enacted that all such regulations, stipulations, forfeitures, and

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penalties should be valid and effectual, and obeyed, acted upon, and enforced, in like manner in every respect as if they had been inserted and enacted in the body of the Act. In Mr. Bish's case, the contract which the Committee of the House of Commons held disqualified him from sitting in the House of Commons was a contract which operated the moment it was entered into, because it had the force of a binding contract the moment it was entered into; in which respect it differed from this. And it will be seen that in the last part of Mr. Bish's contract it is expressly stated that the days of payment of the instalments to which it referred are left to the discretion of the Lords Commissioners of the Treasury. Therefore, one can easily believe why it would be within the mischief provided for by the Act, because of course it would be within the power of the Lords of the Treasury to influence the vote by postponing the time of payment; whereas, in the case of Baron Rothschild's contract, the days of paying the instalments are mentioned in the Act of Parliament, and if he does not pay according to the provisions of the Act of Parliament, he forfeits all interest in the loan, and it would not be within the power of the Lords of the Treasury to alter the time of payment.

There is only one other observation which I wish to make to the Committee, namely, this: I believe, on one occasion, the Honourable Member for Finsbury called attention to the provision in 48 Geo. 3, c. 1, s. 14.

Mr. *Duncombe.*] That is the Exchequer Bill Loan.

Mr. *Honyman.*] Yes, Sir; that in the 14th section, there is an express provision "That the Governor, Deputy Governor, and Directors of the Bank of England shall not be disabled from being elected, or from sitting and voting in the House of Commons by reason of such contracts entered into by them, on behalf of or for the benefit of the Governor and Company of the Bank of England," pointing out, if I recollect rightly, that the exemption is limited to contracts entered into by them on behalf of the Bank of England, and, therefore, that they are still disabled by contracts which they entered into for their own benefit. But then, I think it will be seen, by referring to the 13th section of that Act, that the contracts in the contemplation of the Legislature in the 14th section were not contracts for loans, contracts such as this, but contracts by which they were to contract with the Commissioners of the Treasury "to circulate and exchange at some public office in London or Westminster, for ready money, from time to time, all such bills as shall be demanded at such public office during the time or respective times of such contract or contracts, by paying in ready money at their own costs and charges upon every such demand, or within 24 hours after, all the principal monies contained in that bill to be demanded, and the interest which shall be then due thereupon, and taking in the bill so exchanged for their own use." So that it is saying that they shall not be disqualified by reason of contracts entered into by them with the Lords of the Treasury, by virtue of the 13th section of the Act, which, for the same reason as I mentioned with regard to the Lottery Act, are binding contracts the moment they are made. Therefore it seems to me, with great submission, that the 14th section of that Act does not afford any reason for saying that this, being a contract entered into by Baron Rothschild for his own behalf, is one of those which the Legislature did not intend to exempt from the disqualification.

Mr. *Duncombe.*] If you go to the 24th section of the last Loan Act, you will see that the Bank of England are indemnified for anything which they do in pursuance of that Act.

Mr. *Honyman.*] I think that is so; but perhaps this is one of those instances in which Parliament sometimes does something which is very unnecessary; because in the Contractors' Act, in the third clause, there is an express enactment, "that nothing herein contained shall extend, or be construed to extend, to any contract, agreement, or commission made, entered into, or accepted by any incorporated trading company in its corporate capacity, nor to any company now existing or established, and consisting of more than 10 persons, where such contract, agreement, or commission shall be made, entered into, or accepted, for the general benefit of such incorporation or company." So that what the 24th section of the Loan Act sought to effect was already effected by the third section of the Contractors' Act.

Mr. *Disraeli.*] Are the words so large in the third section?

Mr. *Honyman.*] It strikes me that in the third section of the Act the words are

are more general, because it applies to any contract made, entered into, or accepted by any incorporated trading company in its corporate capacity; and the 24th section of the Loan Act only says, that "the Governor and Company of the Bank of England, or any member thereof, shall not incur any disability?"

Mr. *Disraeli.*] Would "corporate capacity" be as large as "any member thereof?"

Mr. *Honyman.*] I think not, but the words of this Act are, "that the Bank of England, or any member thereof, shall not incur any disability for or by reason of their doing any matter or thing in pursuance of this Act," which I think would only apply to Members of the Governor and Company of the Bank of England doing anything by virtue of this Act.

Mr. *Duncombe.*] How do you account for it, that the Loan Act of this year, and the one in 1847, the Eight Million Loan Act, are the only ones in which those words occur, "or any member thereof;" those are new words introduced in those two Acts.

Mr. *Attorney-General.*] It is quite clear that section 3 of the Act of 1782 would protect the Bank.

Chairman.] Section 3 only applies to a corporation; I should like to know what Mr. Bramwell thinks upon this point.

Mr. *Bramwell.*] I did intend, Sir, to make an observation upon that, which is this: that the 34th section cannot mean, that because a man is a member of the Bank of England, he may do in his individual capacity, a thing which he might not otherwise do. But what it means is this, that neither the Governor nor any individual member shall incur any disability by what is done in their corporate capacity. "And the Governor and Company of the Bank of England, or any member thereof, shall not incur any disability for or by reason of their doing any matter or thing in pursuance of this Act;" not the individual member.

Mr. *Solicitor-General.*] Might not that be their respectively doing, whether it be the act of the Corporation, or the act of the individual member?

Mr. *Attorney-General.*] It can hardly be supposed, that if the Bank of England declined to have anything to do with this loan, but that if some individual member of the Bank of England, who happened also to be a Member of Parliament, should take certain shares, he, because he was a member of the Bank of England, should be in a better position than any other Member of The House; it would be monstrous.

Mr. *Bramwell.*] My learned friend, Mr. Honyman, has suggested, and truly enough, that no duty is imposed upon any individual member of the Bank by the Act, and the protection is only from incurring disability by reason of their doing any matter or thing in pursuance of the Act. Now the only parties who are to act in pursuance of the Act are the Bank in their corporate capacity. We might have made a point of this in our favour, but I did not conceive it to be tenable, and did not press it upon the Committee. I intended to make a remark upon it. Perhaps I may make the observation, that one continually finds in Acts of Parliament protection put in for particular persons and bodies, which are proportioned, perhaps, to the strength of those who have them put in. I believe scarcely an Act passes for anything within 50 miles of the city of London but the rights of the Corporation of London are saved; and I dare say that as soon as the Bank of England, with the watchful eye of their array of attornies and advisers, became aware of this Act, they obtained the insertion of this provision.

Chairman.] There is one other question which I wish to put to you. The 10th section of the Act of George the Third requires an express condition to be added to contracts made within that Act of Parliament, that they shall have the effect of disqualifying Members from sitting. Do you read those words as directory or imperative? I ask the question for this reason: if they are directory, then possibly no inference could be drawn from the omission of them in the loan engagements between the Government and different individuals who subscribe to them; but if they are imperative, could this be contended,

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that since the Government are bound to give notice to parties who enter into any contracts with them, which would have the effect of disqualifying Members from sitting in Parliament, the omission of this condition would, until something was done, entitle parties to repudiate such a contract? If so, could you go on to contend that, down to the time of the Act of Parliament passing, Baron Rothschild had liberty to repudiate that contract, supposing it to be a contract, till Parliament confirmed it; and that as Parliament has confirmed it in a totally different form from the engagement, and made it a new contract, as you argued in another part of your case, he is therefore not disqualified?

Mr. *Bramwell.*] That is a cruel appeal to my candour, Sir, to destroy, if I may take the liberty of saying so, a very ingenious argument in favour of my client; but I believe I must begin at the beginning, and say that this is not a directory clause, because when there are negative words it is never directory. It says, "no contract." I dare say that legal members of the Committee are aware, that whatever is directory in an Act of Parliament is binding upon nobody; but then there are affirmative words; here there are no affirmative words.

Mr. *Attorney-General.*] That is not so: the words are, "And be it enacted, that in every such contract, agreement, or commission to be made, entered into, or accepted as aforesaid, there shall be inserted an express condition, that no Member of the House of Commons be admitted to any share;" it is the other way; is that directory?

Mr. *Bramwell.*] I find that the words are affirmative, Sir; it may possibly be directory in that sense, as it is affirmative and no penalty is imposed upon it, it may be directory; I beg pardon, my eye had caught the word "no." Then I may say that every man is bound to know the law, and therefore if he enters into a contract within the law he incurs the penalty. May I take the opportunity of making a remark which I intended to make to the Committee before. This contract, calling it a contract if you please, can have had no validity given to it except by the power of the Legislature. The power of the Legislature is sovereign; they cannot abdicate their own functions; they cannot say that they will not do something to alter their previous enactment. I had intended to quote Austin on Jurisprudence for that. This thing cannot be done without the consent of the Legislature; when it is done they may attach such conditions as they please; they cannot tie themselves up from attaching such conditions by a previous Act, and yet the argument is, that by the 22d of George the Third they have precluded themselves from making such an Act of Parliament.

Mr. *Attorney-General.*] They might put in an express clause protecting the Members of Parliament, as they have protected the Bank of England.

The Committee-room was cleared.

APPENDIX.

Appendix, No. 1.

RETURN showing the FORM of SCRIP; the Date on which DEPOSITS were made, and by whom; in how many Names, and to what Extent; and whether the House of Messrs. *Rothschild* were or were not Contributors to the recent Loan.

FORM OF SCRIP.

(*Portion of* £. 500 *Omnium.*)

£. 500. £. 3 PER CENT. ANNUITIES, 1855.

No.

By Virtue of a Resolution of the House of Commons for raising £. 16,000,000 for the Service of the Year 1855.

RECEIVED of the Sum of *Forty-four Pounds*, for the Deposit of £. 10 *per Cent.* on *Four Hundred and Forty Pounds*, subscribed in pursuance of the above Resolution, and upon due Payment of the remaining £. 90 *per Cent.* of the said Sum of *Four Hundred and Forty Pounds*, the said Subscriber or Subscribers, his or their Executors, Administrators, or Assigns, will become entitled to

Five Hundred Pounds,

of £. 3 *per Cent. Annuities*, to be added to, and made one Joint Stock with, the £. 3 *per Cent. Consolidated Annuities*, transferable at the Bank of England; the Interest to commence from the 5th day of *January* 1855.

An Amount of Stock corresponding to the 2d, 3d, 4th, 5th, 6th, 7th, and 8th payments respectively, will, on production of this Receipt, and on surrender of the Stock Warrants hereto annexed, be inscribed in the names of the holders of such Stock Warrants; and on completing the full payment of *Four Hundred and Forty Pounds*, the Subscriber will be entitled in exchange for this Receipt, together with the Assignment thereof, to the sum of *One Hundred Pounds* Stock, being an amount corresponding to the payment now made, and to the amount of such last payment. The half-year's dividend falling due on the 5th *July* will be then paid on the Stock inscribed in respect of such of the payments exclusive of the deposit as shall have been made on or before the 25th June next, or upon the whole amount of *Five Hundred Pounds*, if the Subscriber shall complete the whole of the payments on or before the said 25th June next. On all other Stock a year's Dividend will be paid on the 5th *January* 1856. Witness my Hand this 24th Day of *April* 1855. £. 44

Entd.

Received Sixty-six Pounds for Second Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 66

Entd.

Received Forty-four Pounds for Third Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 44

Entd.

Received Sixty-six Pounds for Fourth Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 66

Entd.

Received Forty-four Pounds for Fifth Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 44

Entd.

Received Forty-four Pounds for Sixth Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 44

Entd.

Received Forty-four Pounds for Seventh Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 44

Entd.

Received Forty-four Pounds for Eighth Payment, and a Warrant for a corresponding amount of Stock has been delivered to the holder - - - - - - - - - - - - - - - - - £. 44

Entd.

Received Forty-four Pounds in full - - - - - - - - - - - - - - - - - £. 44

Entd.

£.

N.B. The second Payment - - £. 15 per Cent. is to be made on or before the 22d *May.*
The third Payment - - £. 10 per Cent. - - - - - on or before the 19th *June.*
The fourth Payment - - £. 15 per Cent. - - - - - on or before the 17th *July.*
The fifth Payment - - £. 10 per Cent. - - - - - on or before the 21st *August.*
The sixth Payment - - £. 10 per Cent. - - - - - on or before the 18th *September.*
The seventh Payment - - £. 10 per Cent. - - - - - on or before the 16th *October.*
The eighth Payment - - £. 10 per Cent. - - - - - on or before the 20th *November.*
The last Payment - - £. 10 per Cent. - - - - - on or before the 18th *December.*

N.B.—The Stock Warrants must not be detached from the Receipt.

ASSIGNMENT.

I do hereby assign all my Right and Title to the within Receipt, unto

Executors, Administrators, or Assigns, for value received this

day of 1855.

Witness

STOCK WARRANT FOR £.75 CONSOLS.

No. 2d Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seventy-five Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Second Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

STOCK WARRANT FOR £.50 CONSOLS.

No. 3rd Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Fifty Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Third Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

STOCK WARRANT FOR £.75 CONSOLS.

No. 4th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seventy-five Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Fourth Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

STOCK WARRANT FOR £.50 CONSOLS.

No. 5th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Fifty Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Fifth Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

STOCK WARRANT FOR £.50 CONSOLS.

No. 6th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Fifty Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Sixth Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

STOCK WARRANT FOR £.50 CONSOLS.

No. 7th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Fifty Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Seventh Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

STOCK WARRANT FOR £.50 CONSOLS.

No. 8th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Fifty Pounds, Consolidated £. 3 per Cent. Annuities, being the equivalent Stock for the Eighth Instalment of the Subscription of Four Hundred and Forty Pounds, per the annexed Receipt.
Entd.

(*Portion of £. 500 Omnium.*)

£. 3. 12 *s.* 6 *d.* ANNUITIES FOR THIRTY YEARS, 1855.

No.

By Virtue of a Resolution of the House of Commons for raising £. 16,000,000 for the Service of the Year 1855.

RECEIVED of the Sum of *Six Pounds*, for the Deposit of £.10 *per Cent.* on *Sixty Pounds*, subscribed in pursuance of the above Resolution, and upon due Payment of the remaining £.90 *per Cent.* of the said Sum of *Sixty Pounds*, the said Subscriber or Subscribers, his or their Executors, Administrators, or Assigns, will become entitled to an Annuity of

Three Pounds Twelve Shillings and Sixpence,

transferable at the Bank of England; to commence from the 5th day of *April* 1855, and to continue for Thirty Years, and then to cease.

An amount of Annuity corresponding to the 2d, 3d, 4th, 5th, 6th, 7th, and 8th payments respectively, will, on production of this Receipt, and on surrender of the Warrants hereto annexed, be inscribed in the names of the holders of such Warrants; and on completing the full payment of *Sixty Pounds*, the Subscriber will be entitled in exchange for this Receipt, together with the Assignment thereof, to an Annuity of *Fourteen Shillings and Seven-pence*, being an amount corresponding to the payment now made, and to the amount of such last payment. The half-year's payment falling due on the 10th *October* will be then paid on the Annuity inscribed in respect of such of the payments exclusive of the deposit as shall have been made on or before the 25th September next, or upon the whole amount of *Three Pounds Twelve Shillings and Sixpence*, if the Subscriber shall complete the whole of the payments on or before the said 25th September next. On all other Annuities a year's payment will be made on the 5th *April* 1856.

Witness my Hand this 24th Day of *April* 1855.

Entd.

Received Nine Pounds for Second Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Six Pounds for Third Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Nine Pounds for Fourth Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Six Pounds for Fifth Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Six Pounds for Sixth Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Six Pounds for Seventh Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Six Pounds for Eighth Payment, and a Warrant for a corresponding amount of Annuity has been delivered to the holder - - - - - - - - - - - - - - - - - - £

Entd.

Received Six Pounds in full - - - - - - - - - - - - - - - - - - £

Entd.

£.

N.B. The second Payment - - £. 15 per Cent. is to be made on or before the 22d *May*.
The third Payment - - £. 10 per Cent. - - - - - on or before the 19th *June*.
The fourth Payment - - £. 15 per Cent. - - - - - on or before the 17th *July*.
The fifth Payment - - £. 10 per Cent. - - - - - on or before the 21st *August*.
The sixth Payment - - £. 10 per Cent. - - - - - on or before the 18th *September*.
The seventh Payment - - £. 10 per Cent. - - - - - on or before the 16th *October*.
The eighth Payment - - £. 10 per Cent. - - - - - on or before the 20th *November*.
The last Payment - - £. 10 per Cent. - - - - - on or before the 18th *December*.

N. B. The Warrants must not be detached from the Receipt.

ASSIGNMENT.

I do hereby assign all my Right and Title to the within Receipt, unto

Executors, Administrators, or Assigns, for value received this

day of 1855.

Witness

WARRANT FOR 10*s.* 10*d.* ANNUITY FOR THIRTY YEARS.

No. 2d Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Ten Shillings and Ten-pence Annuity, being the equivalent for the Second Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

WARRANT FOR 7*s.* 3*d.* ANNUITY FOR THIRTY YEARS.

No. 3d Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seven Shillings and Three-pence Annuity, being the equivalent for the Third Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

WARRANT FOR 10*s.* 10*d.* ANNUITY FOR THIRTY YEARS.

No. 4th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Ten Shillings and Ten-pence Annuity, being the equivalent for the Fourth Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

WARRANT FOR 7*s.* 3*d.* ANNUITY FOR THIRTY YEARS.

No. 5th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seven Shillings and Three-pence Annuity, being the equivalent for the Fifth Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

WARRANT FOR 7*s.* 3*d.* ANNUITY FOR THIRTY YEARS.

No. 6th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seven Shillings and Three-pence Annuity, being the equivalent for the Sixth Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

WARRANT FOR 7*s.* 3*d.* ANNUITY FOR THIRTY YEARS.

No. 7th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seven Shillings and Three-pence Annuity, being the equivalent for the Seventh Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

WARRANT FOR 7*s.* 3*d.* ANNUITY FOR THIRTY YEARS.

No. 8th Instalment.

To the Chief-Accountant of the Governor and Company of the Bank of England.

Please to write into the name of Seven Shillings and Three-pence Annuity, being the equivalent for the Eighth Instalment of the Subscription of Sixty Pounds, per the annexed Receipt.

Entd.

RETURN showing the Date on which DEPOSITS were made, and by whom; in how many Names, and to what Extent; and whether the house of Messrs. *Rothschild* were or were not Contributors to the recent Loan.

THE Deposit of £. 10 per Cent was completed on the 24th April, as follows:

On £. 14,000,000 by Messrs. N. M. Rothschild & Sons,

£. 2,000,000 by the Bank of England.

A List was furnished by Messrs. Rothschild of the names of the subscribers, in number 590, viz.:

	£.
N. M. Rothschild & Sons - - - - -	3,601,700
Sundry persons - - - - - -	12,398,300
£.	16,000,000

The Scrip Receipts were made out as follows:

£. 9,930,000 to Messrs. N. M. Rothschild & Sons,

6,070,000 to other Persons.

£. 16,000,000

It is presumed that of the £. 9,930,000 for which the receipts were made out in the names of Messrs. N. M. Rothschild & Sons, they were subscribers to the extent of £. 3,601,700 only.

Bank of England,
10 July 1855.

M. MARSHALL,
Chief Cashier.

Appendix, No. 2.

RESOLUTIONS of The House of Commons, 20 April 1855.

LOAN.

Appendix, No. 2.

1. *Resolved,* That, towards raising the Supply granted to Her Majesty, the sum of sixteen million pounds be raised by Annuities.

2. *Resolved,* That every contributor to the said sum of sixteen million pounds shall, for every 100 *l.* contributed and paid, be entitled to the principal sum of 100 *l.* in annuities, after the rate of 3 *l.* per centum, to commence from the 5th day of January 1855, and to be added to and made one joint stock with the existing Consolidated 3 *l.* per centum Annuities, and to be payable and transferable at the Bank of England at the same times and in the same manner, and subject to the like redemption as the said Consolidated 3 *l.* per centum Annuities.

3. *Resolved,* That every such contributor shall also be entitled, for every 100 *l.* contributed and paid, to a further annuity of 14 *s.* 6 *d.* for 30 years, to be payable and transferable at the Bank of England, and to be payable on the 5th day of April and the 10th day of October in each year, by equal half-yearly payments; the first payment to be made on the 10th day of October 1855, and the last payment on the 5th day of April 1885.

4. *Resolved,* That the said several annuities so to be payable as aforesaid shall be charged upon and paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland.

5. *Resolved,* That every contributor shall on the 24th day of April 1855, make a deposit of £. 10 per centum on such sum as he or she shall choose to subscribe towards raising the said sum of sixteen million pounds with the chief cashier or cashiers of the Governor and Company of the Bank of England as a security for making the subsequent payments on or before the days or times hereinafter mentioned (that is to say):

Payment of	£. 15	per centum	on or before the	22d	day of	May 1855.
„	£. 10	„	„	19th	„	June 1855.
„	£. 15	„	„	17th	„	July 1855.
„	£. 10	„	„	21st	„	August 1855.
„	£. 10	„	„	18th	„	September 1855.
„	£. 10	„	„	16th	„	October 1855.
„	£. 10	„	„	20th	„	November 1855.
„	£. 10	„	„	18th	„	December 1855.

That all the moneys so to be received by the said Cashier or Cashiers of the said Governor and Company of the Bank of England shall be paid into the account of the receipt of Her Majesty's Exchequer at the Bank of England, to be applied from time to time to such services for Great Britain and Ireland as shall then have been voted by this House in this Session of Parliament, or to the redemption of the principal and interest of any Exchequer Bills issued or to be issued under the authority of the Act 57 Geo. 3, c. 48, or under the authority of any Act of the present Session of Parliament authorising the application of moneys out of the Consolidated Fund for the service of the year ended on the 31st day of March 1855, and of the year ending on the 31st day of March 1856.

6. *Resolved,* That for the purpose of the extinction from time to time of a sum of Consolidated 3 *l.* per centum annuities equal to the amount to be added to the said joint stock as aforesaid, there shall be issued and paid out of the Consolidated Fund of the United Kingdom of Great Britain and Ireland, or out of the growing produce thereof, to the Commissioners for the Reduction of the National Debt, in the financial year commencing on the first day of April which shall first happen twelve months after the ratification of a definitive treaty of peace with Russia, and in every subsequent year until such sum of Consolidated 3 *l.* per centum annuities is extinguished, the sum of one million pounds: Provided, that in case in the last year in which such sum would be payable the sum necessary for purchasing the remaining portion of the said sum of Consolidated 3 *l.* per centum annuities be less than one million pounds, then so much only of such sum as may be necessary for that purpose shall be issued and paid as aforesaid, and the sums so to be issued and paid to the Commissioners for the Reduction of the National Debt shall be applied by them in the purchase of Consolidated 3 *l.* per centum annuities, in the manner directed by the Acts for the Reduction of the National Debt, until a sum of sixteen million pounds Consolidated 3 *l.* per centum annuities has been extinguished and cancelled.

Appendix, No. 3.

LETTER from the Right Honourable Sir *George Cornewall Lewis*, Bart., to the Governor and Deputy-Governor of the Bank of England.

Gentlemen, Treasury Chambers, 12 April 1855.

Appendix, No. 3.

I BEG leave to inform you, and request that you will make it known in the usual manner, that Lord Palmerston and I shall be ready to see any gentleman who may be desirous of contracting for a Loan for the service of the present year, on Monday next, at one o'clock, in order to inform them of the amount which will be wanted, and to fix the time and the manner of the bidding; and I hope it will be convenient to you, or one of you, to meet those gentlemen here at that hour.

I have, &c.
(signed) *G. Cornewall Lewis.*

Appendix, No. 4.

COPY of the CONTRACT entered into by Baron *Lionel de Rothschild* with Her Majesty's Government, on or about the 20th day of April last, for a LOAN of Sixteen Millions for the Public Service.

Whitehall, Treasury Chambers, 20 April 1855.

Appendix, No. 4.

WE hereby engage with the Lords Commissioners of Her Majesty's Treasury to subscribe the sum of Sixteen million pounds in money for the loan for the service of the year 1855, on the following terms; viz.—

For every One hundred pounds subscribed, to receive One hundred pounds Three per cent. Consolidated Annuities, and an annuity for Thirty years of Fourteen shillings and Sixpence.

The interest on the said Three per cent. Consolidated Annuities to commence from the 5th day of January 1855, and the annuity for Thirty years from the 5th April 1855.

The dates of payment to be as follows:

Tuesday,	24 April	-	1855	-	-	Deposit of 10	per cent.
Ditto,	22 May	-	„	-	-	Payment of 15	„
Ditto,	19 June	-	„	-	-	Ditto 10	„
Ditto,	17 July	-	„	-	-	Ditto 15	„
Ditto,	21 August		„	-	-	Ditto 10	„
Ditto,	18 September		„	-	-	Ditto 10	„
Ditto,	16 October		„	-	-	Ditto 10	„
Ditto,	20 November		„	-	-	Ditto 10	„
Ditto,	18 December		„	-	-	Ditto 10	„

For each instalment after the deposit, a proportional amount of stock and annuity to be credited to the contributors in the books of the Bank of England.

The stock and annuity for the deposit, and the last instalment, to be credited on payment of such instalment.

(signed) *N. M. Rothschild & Sons.*

Witnesses,

(signed) *T. M. Weguelin,*
Governor of the Bank of England.

Sheffield Neave,
Deputy Governor of the Bank of England.

Appendix, No. 5.

BANK OF ENGLAND.

Appendix, No. 5.

THE Deposit of £. 10 per cent. on the Loan for £. 16,000,000 for the Service of the Year 1855, was made as follows:

1855:		£.
April 21.	By Messrs. N. M. Rothschild & Sons - - - -	1,200,000
„ 24.	By - - - ditto - - - - - - - -	200,000
	By the Governor and Company of the Bank of England	200,000
	£.	1,600,000

These sums were carried to an account on the above days, under the following title:

"The Chief Cashier or Cashiers of the Bank of England, receivers of the contributions towards raising £. 16,000,000 for the Service of the Year 1855."

Bank of England, 27 July 1855.

M. Marshall,
Chief Cashier.

N. B.—No receipts were given at the time the Deposit was made; but scrip receipts were subsequently issued acknowledging the payment of the same.

SECOND REPORT

FROM THE

SELECT COMMITTEE

ON

LONDON WRIT

TOGETHER WITH THE

PROCEEDINGS OF THE COMMITTEE,

MINUTES OF EVIDENCE,

AND APPENDIX.

Ordered, by The House of Commons, *to be Printed,*
17 *July* 1855.

[*Price* 9 *d.*]

401.

Under 12 oz

PROCEEDINGS

OF THE

SELECT COMMITTEE

ON THE

METROPOLITAN BUILDINGS BILL.

Ordered, by The House of Commons, *to be Printed,*
29 *June* 1855.

Sabbati, 5° die Maii, 1855.

THE "Metropolitan Buildings Bill" was read a Second Time, and committed to a Select Committee.

Lunæ, 7° die Maii, 1855.

Select Committee nominated,—

Sir William Molesworth.	Sir Joseph Paxton.
Lord John Manners.	Mr. William Williams.
Lord Robert Grosvenor.	Mr. Alderman Cubitt.
Mr. Brand.	Mr. Jackson.
Sir John Shelley.	Mr. Locke.
Sir William Clay.	

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

Lunæ, 18° *die Junii*, 1855.

Ordered, THAT Mr. Tite be added to the Committee.

PROCEEDINGS OF THE COMMITTEE.

Jovis, 10° *die Maii*, 1855.

MEMBERS PRESENT :

Sir William Molesworth.	Mr. Jackson.
Mr. Locke.	Mr. W. Williams.
Mr. Brand.	Lord John Manners.
Mr. Alderman Cubitt.	

Sir William Molesworth was called to the Chair.

The Committee deliberated upon their course of proceeding.

[Adjourned to Monday, at Twelve o'clock.

Lunæ, 14° *die Maii*, 1855.

MEMBERS PRESENT :

Sir William Molesworth, in the Chair.

Mr. Brand.	Mr. W. Williams.
Mr. Jackson.	Lord John Manners.
Sir John Shelley.	Mr. Locke.
Mr. Alderman Cubitt.	Lord Robert Grosvenor.

The Committee deliberated upon the general provisions of the Bill.

[Adjourned to To-morrow, at Twelve o'clock.

Martis, 15° *die Maii*, 1855.

MEMBERS PRESENT :

Sir William Molesworth, in the Chair.

Lord John Manners.	Mr. Alderman Cubitt.
Mr. Brand.	Mr. W. Williams.
Mr. Jackson.	Mr. Locke.

The Committee deliberated and examined Mr. *Gwilt* and Mr. *Braidwood*.

[Adjourned to To-morrow, at Twelve o'clock.

Mercurii, 16° *die Maii*, 1855.

MEMBERS PRESENT:

Sir WILLIAM MOLESWORTH, in the Chair.

Lord John Manners.	Mr. Alderman Cubitt.
Mr. Brand.	Mr. Locke.
Mr. Jackson.	Lord Robert Grosvenor.
Mr. W. Williams.	Sir John Shelley.

The Committee examined Mr. *Tite*, Mr. *Gwilt*, and Mr. *Braidwood*.

The Committee deliberated.

[Adjourned to Thursday, at Twelve o'clock.

Jovis, 24° *die Maii*, 1855.

MEMBERS PRESENT:

Sir WILLIAM MOLESWORTH, in the Chair.

Mr. Alderman Cubitt.	Lord John Manners.
Mr. W. Williams.	Mr. Jackson.
Lord R. Grosvenor.	Sir John Shelley.
Mr. Brand.	

The Committee examined Mr. *Francis Penrose* and Mr. *Tite*.

[Adjourned to To-morrow, at Half-past Eleven o'clock.

Veneris, 25° *die Maii*, 1855.

MEMBERS PRESENT:

Sir WILLIAM MOLESWORTH, in the Chair.

Lord Robert Grosvenor.	Sir W. Clay.
Mr. Alderman Cubitt.	Sir John Shelley.
Mr. Brand.	Mr. W. Williams.
Mr. Jackson.	Lord John Manners.

The Committee examined Mr. *Penrose*, Mr. *Tite*, Mr. *Gwilt*, Mr. *Braidwood*, Mr. *Hesketh*, Mr. *Donaldson*, and Mr. *Abraham*.

The Committee proceeded to the consideration of the Rules of Construction.

The Committee proceeded with the clauses of the Bill. Preamble postponed. Several clauses agreed to, with amendments.

Motion made, and question (Sir *John Shelley*), "That a clause be prepared and brought up, providing that the limits of the Act shall be the same as the limits of the Act now under consideration of The House, intituled, 'The Metropolis Local Management Bill,'" put, and agreed to.

Motion made, and question put (Sir *J. Shelley*), "That the administration of the Bill be placed under the control of the Metropolitan Board of Works."—The Committee divided:

Ayes,

Ayes, 5.	Noes, 3.
Mr. Jackson.	Mr. Brand.
Sir W. Clay.	Lord J. Manners.
Lord R. Grosvenor.	Mr. Alderman Cubitt.
Sir John Shelley.	
Mr. W. Williams.	

[Adjourned to Wednesday, 13 June, at Twelve o'clock.

Mercurii, 13° *die Junii*, 1855.

MEMBERS PRESENT:

Sir WILLIAM MOLESWORTH, in the Chair.

M. Jackson.	Mr. Alderman Cubitt.
Mr. Brand.	Mr. William Williams.
Lord John Manners.	

The Committee examined Mr. *Tite*, a Member of The House.

Room cleared.

Committee deliberated.

[Adjourned till Friday, at Twelve o'clock.

Veneris, 15° *die Junii*, 1855.

MEMBERS PRESENT:

Sir WILLIAM MOLESWORTH, in the Chair.

Mr. Jackson.	Lord R. Grosvenor.
Mr. Brand.	Mr. Alderman Cubitt.
Lord John Manners.	Sir John Shelley.

The Committee examined Mr. *Thomas Cubitt*, Mr. *George Wales*, Mr. *Thomas Piper*, Mr. *Robert Hesketh*, Mr. *Thomas Leverton Donaldson*, Mr. *Francis Cranmer Penrose*, and Mr. *William Tite*, a Member of The House.

Room cleared.

Committee deliberated.

Motion made, and Question put (Mr. *Jackson*), "That Mr. Hesketh's Schedule be adopted." Committee divided:

Ayes, 2.	Noes, 4.
Mr. Jackson.	Mr. Brand.
Sir John Shelley.	Lord John Manners.
	Lord R. Grosvenor.
	Mr. Alderman Cubitt.

Motion made, and Question put (Mr. *Cubitt*), "That the principle of Mr. Penrose's Schedule be adopted," put, and agreed to.

Parties called in, and informed thereof.

The Committee examined Mr. *Robert Hesketh* and Mr. *Thomas Leverton Donaldson*.

Room cleared.

Committee deliberated.

Motion made, and question put (Mr. *Jackson*), "That no existing District Surveyor shall be dismissed without the consent of one of Her Majesty's Principal Secretaries of State." Committee divided:

Ayes, 5.	Noes, 1.
Mr. Jackson.	Sir J. Shelley.
Mr. Brand.	
Lord J. Manners.	
Lord R. Grosvenor.	
Mr. Alderman Cubitt.	

Clause 62 read.—Motion made, and question put, "That this clause stand part of the Bill."—Committee divided:

Noes, 5.	Ayes, 1.
Mr. Jackson.	Sir J. Shelley.
Mr. Brand.	
Lord J. Manners.	
Lord R. Grosvenor.	
Mr. Alderman Cubitt.	

Motion made, and question proposed (Lord *J. Manners*), "That a clause be prepared, granting compensation out of the Metropolitan Rates to such clerks and officers of the existing establishment as may be dismissed by the Metropolitan Board; the amount of such compensation to be decided by the Metropolitan Board, with an appeal to the Treasury:"—Amendment proposed (Lord *Robert Grosvenor*), "To leave out the words 'Metropolitan Rates,' for the purpose of inserting the words 'Moneys to be provided by Parliament' instead thereof.—Question put, "That the word proposed to be left out stand part of the question."—Committee divided:

Ayes, 4.	Noes, 2.
Mr. Jackson.	Lord R. Grosvenor.
Mr. Brand.	Sir J. Shelley.
Lord J. Manners.	
Mr. Alderman Cubitt.	

Main question put, and agreed to.

[Adjourned till Friday next, at Twelve o'clock.

Veneris, 22° *die Junii*, 1855.

MEMBERS PRESENT:

Sir William Molesworth, in the Chair.

Mr. Alderman Cubitt.	Sir William Clay.
Mr. Jackson.	Lord Robert Grosvenor.
Mr. Brand.	Sir John Shelley.
Lord J. Manners.	Mr. Locke.
Mr. Tite.	

Order of The House, 18° *die Junii*, read: "Mr. Tite added to the Select Committee."

Several clauses of the Bill agreed to, with amendments.

Postponed clause 25 read.—Several amendments made.—Amendment proposed (Sir *John Shelley*), "To leave out the words, 'and also the eaves or cornices to any overhanging roof,' and to insert, after the words 'fire-proof material,' the words, 'and the eaves and soffites of any overhanging roof shall be covered with fire-proof material, and separated from the adjoining buildings by 8½ inches of fire-proof material.'"—Question put: "That the words proposed to be left out, stand part of the clause."—Committee divided:

Ayes, 5.	Noes, 2.
Mr. Brand.	Mr. Jackson.
Mr. Alderman Cubitt.	Sir John Shelley.
Mr. Tite.	
Sir William Clay.	
Lord Robert Grovesnor.	

Clause as amended, agreed to.

Postponed clause 61 read.

Amendment

Amendment proposed (Lord *Robert Grosvenor*), "To leave out from the words 'Superintending Architect,' to the end of the clause."—Question put, "That the words proposed to be left out, stand part of the clause."—Committee divided:

Ayes, 3.	Noes, 6.
Mr. Jackson.	Mr. Brand.
Sir William Clay.	Mr. Alderman Cubitt.
Mr. Locke.	Mr. Tite.
	Lord Robert Grosvenor.
	Sir John Shelley.
	Lord John Manners.

Clause, as amended, agreed to.

Clause 71 read.—Amendment proposed (Sir *John Shelley*), "To leave out the word 'Fourteen,' and insert the words 'Three months.'"—Question, "That the word 'Fourteen' stand part of the clause," put, and negatived.—Words added.—Clause, as amended, agreed to.

Clause 84 read.—Question, "That Section 3ª stand part of the clause," put, and negatived.

Clause, as amended, agreed to.

Clause 112 read.—Amendment proposed (Sir *J. Shelley*), "To leave out the words 'Metropolitan Board of Works.'"—Question put, "That the words proposed to be left out stand part of the clause."—Committee divided:

Ayes, 5.	Noes, 1.
Mr. Jackson.	Sir J. Shelley.
Mr. Brand.	
Mr. Alderman Cubitt.	
Lord R. Grosvenor.	
Lord J. Manners.	

Clause amended, and agreed to.

The Committee went through the Schedules of the Bill, and amended the same. Preamble read. Question, "That this be the preamble of the Bill," put, and agreed to.

[Ordered to report.

PROCEEDINGS

OF THE

SELECT COMMITTEE

ON THE

METROPOLITAN BUILDINGS BILL.

Ordered, by The House of Commons, *to be Printed,*
29 *June* 1855.

349.

Under 1 *oz.*

REPORT

FROM THE

SELECT COMMITTEE

APPOINTED TO PREPARE

MILITIA ESTIMATES,

FOR THE YEAR ENDING

31 March 1856.

Ordered, by The House of Commons, *to be Printed,*
31 *July* 1855.

Veneris, 27° *die Julii*, 1855.

Ordered, That a Select Committee be appointed to prepare Estimates of the Charge of the Disembodied Militia of Great Britain and Ireland, for the Year ending the 31st day of March 1856:—

And a Committee is appointed of,—

Mr. Peel.	Mr. Beresford.
Sir George Grey.	Mr. Wilson.
The Judge Advocate.	Colonel Lindsay.
Mr. Walpole.	General Peel.
Mr. Horsman.	Sir James Fergusson.
Mr. Ellice.	Colonel Dunne.
Sir Francis Baring.	And all Colonels of Militia.

Ordered, That the Committee have power to send for Persons, Papers and Records.

Ordered, That Five be the Quorum of the said Committee.

REPORT.

MR. PEEL reported from the SELECT COMMITTEE appointed to prepare ESTIMATES of the Charge of the DISEMBODIED MILITIA of *Great Britain* and *Ireland*, for the Year ending the 31st day of March 1856:——THAT they had prepared the said ESTIMATES accordingly, and directed him to make a Report thereof to The House.

31 *July* 1855.

ESTIMATES:—DISEMBODIED MILITIA.

ESTIMATE of the CHARGE of the DISEMBODIED MILITIA, from 1st April 1855 to 31st March 1856, both Days inclusive.

Numbers, 1855–56.		ESTIMATE to 31 March 1856, 366 Days. £. s. d.	ESTIMATE to 31 March 1855. Nos.	ESTIMATE to 31 March 1855. Charge. £. s. d.
9,661	Charge for Raising and Training the Militia, including the Pay and Allowances of the Permanent Staff - - as per Statement, No. I.	53,600 – –	121,576	575,200 – –
520	Charge of Retired Allowances to Officers - - - ditto, No. II.	28,600 – –	594	32,000 – –
38	Charge of Retired Allowances to Local Militia Adjutants - ditto, No. III.	2,500 – –	48	3,300 – –
1,697	Charge of Out-Pensioners of Militia and Local Militia - ditto, No. IV.	24,500 – –	1,855	27,500 – –
11,916	Numbers. 1855–56. To be provided, 1855–56 - £.	109,200 – –		
	Numbers and Charge, 1854–55 -		124,073	638,000 – –

Numbers, 1855–56.	No. I.—Detail of the Charge of Raising and Training the Militia, including the Permanent Staff:	ESTIMATE, 1855–56. £. s. d.	£. s. d.	ESTIMATE, 1854–55. Nos.	Charge. £. s. d.
	Raising and Training:				
	Bounty: On Enrolment and Attestation of 4,000 Men, at 18 *s.* 6 *d.* each - - - - - - - - - -	3,700 – –			
	Bounty payable at the termination of the Training and Exercise of 3,000 Men, at 1 *l.* 1 *s.* each - - - - - -	8,400 – –			
		12,100 – –			
	Deduct for Men not Enrolled, and Absentees - -	600 – –			
	Total for Bounty - - -	- - -	11,500 – –	- -	115,000 – –
	Pay and Allowances of Officers, Non-commissioned Officers and Men:				
342 Officers. 2	Colonels - at £. 1 2 6 each per diem -	2 5 –	- - -	- - -	50
13	Lieut.-Colonels „ – 15 11 „ -	10 6 11	- - -	- - -	92
15	Majors - „ – 14 1 „ -	10 11 3	- - -	- - -	111
90	Captains - „ – 10 6 „ -	47 5 –	- - -	- - -	803
90	Lieutenants - „ – 6 6 „ -	29 5 –	- - -	- - -	805
90	Ensigns - „ – 5 3 „ -	23 12 6	- - -	- - -	801
13	Adjutants - „ – – 6 {8 *s.* on permanent Staff -}	– 6 6	- - -	- - -	86
3	Ditto (Artillery) „ – 1 – 9 *s.* on ditto -	– 3 –	- - -	- - -	12
17	Surgeons - „ – 11 4 each per diem -	9 12 8	- - -	- - -	99
5	Assistant Surgeons „ – 7 6 „ -	1 17 6	- - -	- - -	78
4	Quartermasters „ – 6 6 „ -	1 6 –	- - -	- - -	41
9,319 Non-commissioned Officers and Men. 14	Serjeant-majors „ – – 2¾ {1 *s.* 10 *d.* on permanent Staff}	– 3 2½	- - -	- - -	87
3	Ditto (Artillery) „ – – 6 3 *s.* on ditto -	– 1 6	- - -	- - -	12
160	Serjeants - „ – – –¾ 1 *s.* 6 *d.* on ditto	– 10 –	- - -	- - -	1,512
19	Ditto - - „ – – 4¾ 1 *s.* 8 *d.* on ditto	– 7 6¼	- - -	- - -	160
14	Ditto (Artillery) „ – – 4 2 *s.* 2 *d.* on ditto	– 4 8	- - -	- - -	94
2	Ditto ditto „ – – 4 2 *s.* 6 *d.* on ditto	– – 8	- - -	- - -	17
100	Ditto - „ – 1 6¾ each per diem -	7 16 3	- - -	- - -	829
12	Ditto (Artillery) „ – 2 6 „ -	1 10 –	- - -	- - -	36
240	Corporals - „ – 1 2¼ „ -	14 5 –	- - -	- - -	2,501
26	Ditto (Artillery) „ – 1 4¼ „ -	1 15 2½	- - -	- - -	147
80	Drummers - „ – – 1 {1 *s.* on permanent Staff -}	– 6 8	- - -	- - -	756
9	Ditto (Artillery) „ – – 3 „ -	– 2 3	- - -	- - -	47
7,852	Privates - „ – 1 – each per diem	392 12 –	- - -	- - -	75,509
788	Ditto (Artillery) „ – 1 2 „	45 19 4	- - -	- - -	4,491
9,661	Per diem - £.	602 5 7¼			89,176
	Which, for 28 Days, is -	16,863 16 11	- - -		2,783
	Add for Extra Training of certain Regiments - - -	5,000 – –			
		21,863 16 11			
	Deduct for vacant Pay of Officers and Non-commissioned Officers, and of Men not enrolled or absent - - -	4,063 16 11			
			17,800 – –	- -	128,000 – –
237	Deduct permanent Staff.				
9,424	Numbers. Total for Bounty and Pay - - Carried forward - - £.		29,300 – –	86,393	243,000 – –

ESTIMATE of the CHARGE of the DISEMBODIED MILITIA, &c.—*continued.*

Numbers, 1855-56.		ESTIMATE, 1855-56. £. s. d.	£. s. d.	ESTIMATE, 1854-55. Nos.	Charge. £. s. d.
9,424	Brought forward	- - -	29,300 - -	86,393	243,000 - -
	Allowances to and Expenses of Adjutants, Surgeons and Non-commissioned Officers employed on the duty of enrolling Volunteers, including the hire of rooms for enrolment and examination when necessary	500 - -	- - -	- -	5,000 - -
	Allowance to Commanding Officers	70 - -	- - -	- -	250 - -
	Contingent Allowance to Captains of Companies	250 - -	- - -	- -	2,250 - -
	Allowance to Adjutants as Acting Paymasters and Quarter-masters during the period of training	100 - -	- - -	- -	1,000 - -
	Beer-money for Non-commissioned Officers and Men	850 - -	- - -	- -	10,000 - -
	Marching-money for ditto, at 3*s.* each	1,090 - -	- - -	- -	13,000 - -
	Innkeepers' Allowances for ditto, at 1½*d.* a day each, for 23 days	2,280 - -	- - -	- -	5,000 - -
	Conveyance of Officers to and from the place of assembly for Training, including Carriage of Baggage	300 - -	- - -	- -	3,000 - -
	Forage Allowance for Horses of Field Officers and Surgeons	150 - -	- - -	- -	1,000 - -
	Allowance to Surgeons for Medicines; £.1. 1. for every 100 effective Rank and File	100 - -	- - -	- -	850 - -
	Mess Allowance, at 1*s.* a day each for Officers	400 - -	- - -	- -	4,000 - -
	Hire of Ground for Exercise	140 - -	- - -	- -	1,000 - -
	Expenses of Men left Sick after the termination of the Training	100 - -	- - -	- -	5,000 - -
	Rewards and Expenses attending the Apprehension of Deserters, and the Conviction of Offenders under the Militia Acts	150 - -	- - -	- -	1,000 - -
	Allowance for the Purchase of Books, and for the formation of Evening Schools	50 - -	- - -	- -	500 - -
	Allowances to Officers and Men whilst under Instruction in Regiments of the Line, and to Men at Head Quarters	3,000 - -	- - -	- -	9,000 - -
	Allowances to Serjeants and Men of the Line, and to Out-Pensioners when employed as Drill Instructors during the Training	100 - -	- - -	- -	1,000 - -
	Allowances to Clerks of General Meetings of Lieutenancy	4,500 - -	- - -	- -	5,000 - -
	For Contingent Expenses	470 - -	- - -	- -	4,150 - -
	TOTAL for Allowances	- - - - - -	14,600 - -		
	TOTAL for Raising and Training, including 75,000 *l.* estimated for Clothing, for 1854-55 £.	- - -	43,900 - -	86,393	390,000 - -
	Pay and Allowances of Permanent Staff:				
	13 Adjutants - - at 8 - a day each	£. 5 4 -			
	3 „ (Artillery) 9 - „	1 7 -			
	14 Serjeant-Majors - - 1 10 „	1 5 8			
	3 „ (Artillery) 3 - „	- 9 -			
	19 Serjeants - - - 1 8 „	1 11 8			
	160 „ - - - 1 6 „	12 - -			
	2 „ (Artillery) 2 6 „	- 5 -			
	14 „ ditto 2 2 „	1 10 4			
237	9 Drummers - - - 1 - „	- 9 -			
	Per diem	£. 24 1 8			
	Which, for 366 days, is	- - - -	8,814 10 -		
	Allowance to form Contingent Fund at 6*d.* per annum for each Private borne on Establishment	- - - - -	216 - -		
	Medical attendance on the Staff, and their Families	- -	50 - -		
	Forage Allowances for Adjutants	- - - - - -	600 - -		
	Lodging Money for ditto	- - - - - - -	200 - -		
			9,880 10 -		
	Deduct for Pay of Non-commissioned Officers not appointed	- - - - - - - -	180 10 -		
	TOTAL for PERMANENT STAFF, including Clothing, estimated for 1854-55		9,700 - -	2,783	90,000 - -
	Estimate on account of Scotch Militia, 1854-55	- - - - - -	- - -	10,800	35,000 - -
	Ditto - - - Irish Militia, 1854-55	- - - - - -	- - -	21,600	60,200 - -
9,661	Numbers. TOTAL for DISEMBODIED MILITIA	- - - £.	53,600 - -	121,576	575,200 - -

ESTIMATE of the CHARGE of the DISEMBODIED MILITIA, &c.—*continued.*

Numbers, 1855–56.		ESTIMATE, 1855–56.			ESTIMATE, 1854–55.	
					Nos.	CHARGE.
	No. II.—DETAIL of the CHARGE of RETIRED ALLOWANCES:					£. s. d.
		DAILY RATES. 8/ 7/ 6/ 5/ 4/6 4/ 3/6 3/ 2/6 2/	TOTAL per Diem.	TOTAL for 366 Days.		
			£. s. d.	£. s. d.		
17	Paymasters - -	– – 5 3 1 5 – 1 1 1	3 17 –	1,409 2 –	29	2,317 15 –
57	Adjutants - -	24 2 21 3 – 6 – – – 1	18 13 –	6,825 18 –	51	6,278 – –
37	Surgeons - -	– – 14 8 2 11 2 – – –	9 4 –	3,367 4 –	43	3,796 – –
10	Quartermasters -	– – – 1 – – 2 2 2 3	1 9 –	530 14 –	9	492 15 –
301	Lieutenants -	– – – – – – – – 301 –	37 12 6	13,770 15 –	345	15,740 12 6
7	„ - -	– – – – – – – – – 7	– 14 –	256 4 –	—	—
70	Ensigns - -	– – – – – – – – – 70	7 – –	2,562 – –	89	3,248 10 –
15	Surgeons' Mates -	– – – – – – – – 15 –	1 17 6	686 5 –	20	912 10 –
6	Assistant Surgeons	– – – – – – – – 6 –	– 15 –	274 10 –	8	365 – –
		24 2 40 15 3 22 4 3 325 82	81 2 –	29,682 12 –	– –	33,151 2 6
	Deduct probable Saving by Casualties - - -			1,082 12 –	– –	1,151 2 6
520	TOTAL for Retired Allowances - - - - £.			28,600 – –	594	32,000 – –
	No. III.—DETAIL of the CHARGE of REDUCED ADJUTANTS of LOCAL MILITIA:					
38	Reduced Adjutants, at 4 *s.* a day each - - - - -			2,781 12 –	48	3,504 – –
	Deduct probable Saving by Casualties - - - -			281 12 –	– –	204 – –
38	TOTAL for Reduced Adjutants, Local Militia - - - - - - £.			2,500 – –	48	3,300 – –
	No. IV.—DETAIL of the CHARGE of OUT-PENSIONERS from the MILITIA and LOCAL MILITIA (as per Particulars annexed.)					
1,662	Militia Out-Pensioners, at various Rates - - - -			23,000 – –	1,814	25,000 – –
35	Local Militia - - ditto - - - - - - - -			500 – –	41	500 – –
	Add for Non-commissioned Officers of the permanent Staff, to be pensioned - - - - - - - -			1,000 – –	– –	2,000 – –
1,697	TOTAL for Out-Pensioners, Militia and Local Militia - - - - - £.			24,500 – –	1,855	27,500 – –

ESTIMATE of the CHARGE of the DISEMBODIED MILITIA, &c.—*continued.*

				ESTIMATE, 1855-56. Charge per Diem.		ESTIMATE, 1854-55. Charge per Diem.			
	REGULAR MILITIA.	LOCAL MILITIA.	RATE per Diem.	MILITIA.	LOCAL MILITIA.	Nos.	MILITIA.	Nos.	LOCAL MILITIA.
	Nos.	Nos.	*s. d.*	*£. s. d.*	*£. s. d.*		*£. s. d.*		*£. s. d.*
No. IV.—Detail of the Pensioners from the Militia and Local Militia - - -	1	- -	- 2	- - 2	- - -	1	- - 2	—	—
	20	- -	- 4¾	- 7 11	- - -	29	- 11 5¾	—	—
	550	4	- 5	11 9 2	- 1 8	592	12 6 8	5	- 2 1
	93	3	- 6	2 6 6	- 1 6	107	2 13 6	5	- 2 6
	41	7	- 8	1 7 4	- 4 8	46	1 10 8	7	- 4 8
	48	2	- 9	1 16 -	- 1 6	64	2 8 -	2	- 1 6
	87	5	- 10	3 12 6	- 4 2	96	4 - -	6	- 5 -
	744	14	1 -	37 4 -	- 14 -	804	40 4 -	16	- 16 -
	1	- -	1 2	- 1 2	- - -	1	- 1 2	—	—
	25	- -	1 3	1 11 3	- - -	28	1 15 -	—	—
	5	- -	1 4	- 6 8	- - -	4	- 5 4	—	—
	11	- -	1 6	- 16 6	- - -	7	- 10 6	—	—
	5	- -	1 8	- 8 4	- - -	1	- 1 8	—	—
	28	- -	1 9	2 9 -	- - -	31	2 14 3	—	—
	2	- -	1 10	- 3 8	- - -	2	- 3 8	—	—
	1	- -	2 -	- 2 -	- - -	1	- 2 -	—	—
	1,662	35	- -	- - -	- - -	1,814	- - -	41	—
For one day - - - - - - -				64 2 2	1 7 6	- -	69 8 -¾	- -	1 11 9
For 366 days - - - - - - -				23,463 13 -	503 5 -	- -	25,332 2 9¾	- -	579 8 9
Deduct probable Saving by Casualties - -				463 13 -	53 5 -	- -	332 2 9¾	- -	79 8 9
TOTAL - - - £.				23,000 - -	500 - -	1,814	25,000 - -	41	500 - -

REPORT

FROM THE

SELECT COMMITTEE

ON

MILITIA ESTIMATES,

FOR THE YEAR ENDING

31 MARCH 1856.

Ordered, by The House of Commons, *to be Printed,*
31 *July* 1855.

Under 1 *oz.*

REPORT

FROM THE

SELECT COMMITTEE

ON THE

OFFICE OF SPEAKER;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
9 *July* 1855.

Mercurii, 13° *die Junii*, 1855.

Ordered, THAT a Select Committee be appointed to consider and report to The House whether any and what Improvement may be made in the providing for the Execution of the Office of Speaker, in the event of The Speaker's unavoidable Absence by reason of Illness or of other Causes.

Veneris, 15° *die Junii*, 1855.

Committee nominated of,—

Mr. Walpole.
Lord John Russell.
Mr. Disraeli.
Sir George Grey.
Colonel Wilson Patten.
Mr. Bright.
Mr. Edward Ellice.
Sir William Heathcote.
Mr. Attorney General.
Sir Frederic Thesiger.
The Lord Advocate.
Mr. Fitzroy.
Mr. Baines.
Mr. Freshfield.
Sir Robert Ferguson.

Ordered, THAT the Committee have power to send for Persons, Papers, and Records.

Ordered, THAT Five be the Quorum of the Committee.

REPORT.

THE SELECT COMMITTEE appointed to consider and report to The House whether any and what Improvement may be made in providing for the Execution of the Office of Speaker, in the event of The Speaker's unavoidable Absence by reason of Illness or of other Causes, and who were empowered to send for Persons, Papers, and Records;——Have considered the Matters to them referred, and have agreed to the following REPORT.

THE Select Committee which was appointed in the year 1853 to consider the best means of providing for the execution of the Office of Speaker, in the event of Mr. Speaker's unavoidable absence by reason of illness or other cause, expressed their opinion (for the reasons set forth in the first page of their Report) that the least change which might meet the necessities of the case was that which it was their duty to submit to the adoption of The House. They therefore recommended (the consent of The Crown being previously signified to the proposed arrangement) that a Standing Order should be made, providing that on The House being informed of the unavoidable absence of The Speaker, the Chairman of Ways and Means should take the Chair for that day only, without any further order of The House; and as they thought that it would be highly inexpedient that the ordinary sittings of The House should be continued as a matter of course during the absence of The Speaker, they suggested that in the event of The Speaker's absence continuing for more than one day, the Chairman of Ways and Means should take the Chair on any subsequent day during such continued absence only by the express order of The House.

On a motion being made that the Report should be taken into consideration, Lord John Russell (who was then the organ of the Government in the House of Commons) acquainted The House, by Her Majesty's command, that Her Majesty, having been informed of the motion, gave Her consent thereto, that The House might do therein as they should think fit. *See* Journals, vol. 108, p. 758.

Accordingly, The House, on a subsequent day, came to the following Resolutions:

"*Resolved*, That whenever The House shall be informed of the unavoidable "absence of Mr. Speaker, the Chairman of the Committee of Ways and Means "do take the Chair for that day only: Journals, vol. 108, p. 766.

"And in the event of Mr. Speaker's absence continuing for more than one "day, do, if The House shall think fit and shall so order it, take the Chair in like "manner on any subsequent day during such absence."

These Resolutions were not acted upon until the present Session, in which they have come into operation on two occasions.

On the first, occurring on the 7th day of May, The Speaker had taken the Chair at the usual time, though then labouring under indisposition. The House proceeded to resolve itself into the Committee of Supply; and afterwards, on the Chairman of the said Committee leaving the Chair, was informed by the Clerk at the Table that he had received a letter from Mr. Speaker, in

which it was stated that increased indisposition had made his absence from the House for the remainder of the night unavoidable. The Resolutions were thereupon read, and Mr. Fitzroy, the Chairman of the Committee of Ways and Means, took the Chair, which he continued to occupy till the adjournment of The House. On the following day, Mr. Speaker was at Prayers as usual.

On the next occasion, viz., on the 4th of June, The Speaker's absence was more prolonged. On that day, when The House met, the Clerk at the Table acquainted The House that he had received a letter from Mr. Speaker, together with a medical certificate, which explained the cause of his unavoidable absence; and thereupon Mr. Fitzroy, the Chairman of the Committee of Ways and Means, having counted The House, took the Chair.

In the course of the same evening, Viscount Palmerston having stated that Mr. Speaker's indisposition would be of some days' duration, The House ordered that in the event of Mr. Speaker's absence continuing for more than one day, Mr. Fitzroy should take the Chair on each subsequent day in the same week.

On the following Monday Mr. Speaker was well enough to resume the Chair, Mr. Fitzroy having acted as Deputy Speaker during the interval. In the course of that time two Members had been sworn, and one of them had to make his declaration of qualification. Mr. Speaker called the attention of The House to this fact, and he stated that the Acts which regulate the taking of oaths and the delivering in of the qualification of Members, provide that it should be done within certain hours of the day, while The House was sitting, "with their "Speaker in the Chair;" and he understood that doubts had been suggested whether those words did not make it absolutely necessary that the Speaker himself, and not any person appointed to act as Speaker in his absence, should be in the Chair at the time.

30 Ch. 2, stat. 2.
13 Will. 3, c. 4.
1 & 2 Vict. c. 48, s. 6.

18 Vict. c. 33.

To cure this defect an Act was passed whereby it was declared that all acts and proceedings which, according to the provisions of any statute, are required to be done or taken in the House, with their Speaker in the Chair, and which were done or taken by or in the House when Mr. Fitzroy was in the Chair, should be and should be deemed to have been as valid and effectual for all purposes as if Mr. Speaker himself had been in the Chair during the time when that act and proceedings were done and taken.

Under these circumstances, Your Committee were appointed to consider and report to The House whether any and what improvement may be made in providing for the execution of the Office of Speaker, in the event of The Speaker's unavoidable absence by reason of illness or other causes. Having considered the matter which has been thus referred to them, they concur in the opinion which was strongly expressed by the former Committee, and apparently adopted with the concurrence of The House, that it would not be advisable to make any greater change with reference to the execution of the duties of The Speaker during his temporary absence than that which is necessary to meet the exigencies of the case. At the same time, experience has shown, that to remedy defects like that which has arisen, a general provision by Act of Parliament will be required to give effect in certain cases to the proceedings of The House. They are also of opinion that the Resolutions of The House relating to the subject are in some respects obscure; and it would be better to specify in a Standing Order the time and circumstances under which the Chairman of Ways and Means may, in the unavoidable absence of The Speaker, be called upon to execute the duties appertaining to The Speaker's Office.

Report, p. 1 & 14.

For that purpose they have framed a Bill and a New Standing Order, which they submit to the judgment and consideration of The House; whereby they have endeavoured to provide for the inconvenience which may occasionally arise from The Speaker's absence, without weakening or diminishing The Speaker's authority.

PROPOSED

PROPOSED BILL.

A BILL to provide for the Performance of certain Duties of The Speaker, during his Temporary Absence from the House of Commons.

WHEREAS the House of Commons have provided, by their Standing Orders, for the temporary performance of certain duties of the Speaker, during his unavoidable absence, by a Deputy Speaker; and whereas Her Majesty had previously signified her consent that the House might do therein as they should think fit; and whereas certain matters concerning the Office of Speaker are regulated by statute, and the validity of acts done or proceedings taken during the absence of the Speaker may hereafter be questioned: Be it enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

I. If at any time during a Session of Parliament the Speaker shall be temporarily absent from the House, and a Deputy Speaker shall thereupon perform the duties and exercise the authority of Speaker, pursuant to the Standing Orders, or other Order or Resolution of that House, every act done, and proceeding taken, in or by the House, pursuant to any Statute, shall be as valid and effectual as if the Speaker himself were in the Chair; and every act done, and warrant, order, certificate, notice, or other document issued, signed, or published, in relation to any proceedings of the House of Commons, by such Deputy Speaker, whether in pursuance of any Statute or otherwise, shall have the same effect and validity as if the same had been done, issued, signed or published by the Speaker for the time being.

II. Provided, That such Deputy Speaker shall not have power to appoint to any office, except for such time as he shall continue to be Deputy Speaker.

III. Provided also, That nothing herein contained shall affect the election of a Speaker, or the forms thereof, or any prerogative of Her Majesty concerned therein, or otherwise relating to the Office of Speaker.

PROPOSED STANDING ORDER.

Whenever The House shall be informed by the Clerk at the Table of the unavoidable absence of Mr. Speaker, the Chairman of the Committee of Ways and Means do perform the duties and exercise the authority of Speaker in relation to all proceedings of this House, as Deputy Speaker, until the next meeting of The House, and so on from day to day, on the like information being given to The House, until The House shall otherwise order: provided that if The House shall adjourn for more than Twenty-four hours, the Deputy Speaker shall continue to perform the duties and exercise the authority of Speaker for Twenty-four hours only after such adjournment.

9 *July* 1855.

PROCEEDINGS OF THE COMMITTEE.

Martis, 19° *die Junii*, 1855.

MEMBERS PRESENT:

Mr. Walpole.	Sir George Grey.
Mr. Ellice.	Mr. Baines.
Mr. Freshfield.	Sir R. Ferguson.

Mr. WALPOLE, called to the Chair.

[Adjourned till Friday next, at Two o'clock.

Veneris, 22° *die Junii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE, in the Chair.

Mr. Freshfield.	Mr. Ellice.
Mr. Disraeli.	Mr. Fitzroy.
Mr. Baines.	Colonel Wilson Patten.
Sir G. Grey.	

The Committee proceeded to consider the matters to them referred.

[Adjourned till Friday next, at Two o'clock.

Veneris, 29° *die Junii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE, in the Chair.

Mr. Freshfield.	Mr. Fitzroy.
Sir R. Ferguson.	Sir W. Heathcote.
Mr. Ellice.	Sir G. Grey.

The Committee proceeded in the consideration of the matters to them referred.

[Adjourned till Wednesday next, at Two o'clock.

Mercurii, 4° *die Julii*, 1855.

MEMBERS PRESENT:

Mr. WALPOLE, in the Chair.

Sir W. Heathcote.	Mr. Disraeli.
Mr. Freshfield.	Mr. Ellice.

The Committee agreed to their Report.

Ordered to Report.

REPORT

FROM THE

SELECT COMMITTEE

ON THE

OFFICE OF SPEAKER;

WITH THE

PROCEEDINGS OF THE COMMITTEE.

Ordered, by The House of Commons, *to be Printed,*
9 *July* 1855.

372.

Under 1 *oz.*

FIRST REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have formed into Groups the following Private Bills, which, in their opinion, it is expedient to submit to the same Committee; and have agreed to Report the same to the House, as follows:—

GROUP A.

Birmingham Water.
Heywood Water.
Liverpool Corporation Water.
Oldham Gas and Water.

GROUP B.

Birmingham Gas.
Newport Gas.
Plymouth and Stonehouse Gas.
Sheffield Gas.

GROUP C.

Tormoham and St. Mary Church Gas.
Torquay Gas.
Torquay Market.
Torquay Water.

GROUP D.

Birkenhead Dock Trustees.
Birkenhead New Dock.
Birkenhead and Liverpool Docks (Alteration of Liverpool Dock Rates, &c.)
Birkenhead and Liverpool Docks (Trust Property of Birkenhead Dock Trustees.)
Liverpool Docks.
Liverpool Improvement.
Port of Liverpool.

COMMITTEE OF SELECTION.

FIRST REPORT FROM THE COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
23 *February* 1855.

SECOND REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have formed the following Private Bills into additional Groups, and have agreed to Report the same to the House, as follows:—

GROUP E.

Lancaster Water and Gas.
Warrington Water.
Wolverhampton New Water.
Wolverhampton Water.

GROUP F.

Cardiff Improvement.
Folkestone Improvement.
Newport Corporation.
St. Helen's Improvement.

GROUP G.

Chesterfield Water.
Glasgow Water.
Gloucester Water.

GROUP H.

Alford and Boston Road.
Bridport Road.
Bridport and Broad Winsor Road.
Charlbury, Witney, &c. Roads.
Commercial Road.
Bolton and Nightingales Road.
Aboyne, Ballater, Braemar, and Cairnwell Road.
Basingstoke, Stockbridge, and Lobcomb Corner Road.
Dublin, &c. Roads.
Gateshead and Hexham Roads.
Glasgow, Kirkintilloch and Baldernock Roads.
Gomersal and Dewsbury Road.
London and Brassington Road.
Guildford and Farnham Roads.
Wigan and Preston Roads North of Yarrow.

GROUP I.

Honiton Roads.
Nottingham and Loughborough Road.
Lyme Regis Roads.
Leominster and Ledbury Road.
Hedon and Hull, &c. Road.
Keighley and Kendal Road.
Kingston-upon-Hull, Hessle, and Ferriby Road.
Lightpill and Birdlip Road.
Nottingham and Newhaven Road.
Peterborough and Wellingborough Road.
Stroud and Chalford Road.
Stroud, Cainscross, and Minchinhampton Road.
Uphill and Bleadon Road.
Wadhurst and West Farleigh Roads
Wem and Bronygarth Roads.

COMMITTEE OF SELECTION.

SECOND

REPORT

FROM THE

COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
27 February 1855.

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THIRD REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have agreed to Report the same to the House, as follows:—

GROUP E.

They have withdrawn the—

Wolverhampton New Water.
Wolverhampton Water.

They have added the—

Chesterfield Water.
Gloucester Water.

The Group will now stand as follows:

Chesterfield Water.
Gloucester Water.
Lancaster Water and Gas.
Warrington Water.

GROUP G.

They have withdrawn the—

Chesterfield Water.
Glasgow Water.
Gloucester Water.

They have added the—

Wolverhampton Corporation Water.
Wolverhampton New Water.
Wolverhampton Water.

The Group will now stand thus:

Wolverhampton Corporation Water.
Wolverhampton New Water.
Wolverhampton Water.

COMMITTEE OF SELECTION.

THIRD REPORT FROM THE COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed*,
1 *March* 1855.

FOURTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have formed the following additional Groups, which they have agreed to Report to the House, as follows:—

GROUP A.

They have withdrawn the—
Heywood Waterworks Bill.

GROUP B.

They have withdrawn the—
Birmingham Gas Bill.

They have formed the following additional Groups:

GROUP J.

Airdrie Police.
Ayr Harbour.
Hamilton Improvement.
Renfrew Police.

GROUP K.

Glasgow Water.
Kelso Bridge.
Paisley Burgh.

GROUP L.

Dundalk Harbour.
Hartlepool Pier and Port.
St. George's Harbour.
Sunderland Docks.
Swansea Docks.

GROUP M.

Halifax Gas.
Hyde Original Gas.
Stourbridge Gas.
Weston-super-Mare Gas.

GROUP N.

Folkestone Improvement.
Kingston-on-Thames Improvement.
Londonderry Improvement.
Manchester Improvement.
Newcastle-on-Tyne Improvement.

GROUP O.

Great Northern Cemetery.
London Necropolis and National Mausoleum.
Royal London Militia.
Surbiton Improvement.
Torquay District Churches.

COMMITTEE OF SELECTION.

FOURTH REPORT

FROM THE

COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
6 *March* 1855.

99.

FIFTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have agreed to Report the same to the House, as follows:—

GROUP B.

They have withdrawn the—
Newport Gas Bill.

GROUP N.

They have withdrawn the—
Folkestone Improvement Bill,

And have added the—
Surbiton Improvement Bill.

GROUP O.

They have withdrawn the—
Surbiton Improvement Bill,

And have added the—
National Loan Fund Life Assurance Society Bill.

COMMITTEE OF SELECTION.

FIFTH REPORT

FROM THE

COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed*,
9 *March* 1855.

SIXTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have agreed to Report the same to the House:

GROUP F.

They have withdrawn the—

Newport Corporation.

GROUP M.

They have added the—

Hyde Gas (No. 2).

COMMITTEE OF SELECTION.

SEVENTH REPORT FROM THE COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed*,
27 *March* 1855.

EIGHTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have agreed to Report the same to the House:

GROUP L.

They have withdrawn the—

St. George's Harbour Bill.

GROUP M.

They have withdrawn the—

Electric Telegraph Company,

And have added the—

Phœnix, South Metropolitan, London, and Surrey Gas Companies.

GROUP O.

They have added the—

Electric Telegraph Company.

COMMITTEE OF SELECTION.

EIGHTH REPORT

FROM THE

COMMITTEE OF SELECTION.

Ordered, by The House of Commons *to be Printed*,
30 *March* 1855.

NINTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have agreed to Report the same to the House:

GROUP M.

They have added the—

Newport Gas Bill.

GROUP O.

They have added the—

Gun-Barrel Proof Houses (London and Birmingham) Bill.

COMMITTEE OF SELECTION.

NINTH REPORT

FROM THE

COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
17 *April* 1855.

TENTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have made the following Alterations in the Groups of Private Bills already formed, and have agreed to Report the same to the House:

GROUP G.

They have added the—

Weymouth Waterworks Bill.

GROUP H.

They have added the—

Dublin Roads (No. 2) Bill.

TENTH REPORT FROM THE COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
24 *April* 1855.

ELEVENTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have formed the following Bills into a Group, and have agreed to Report the same to the House:

GROUP P.

Barrow Harbour.

Dagenham Docks.

Westminster Improvements.

Westminster Land Company.

ELEVENTH REPORT

FROM THE

COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
1 *May* 1855.

TWELFTH REPORT

FROM THE

COMMITTEE OF SELECTION

RELATIVE TO THE

GROUPING OF PRIVATE BILLS.

CLASSIFICATION OF PRIVATE BILLS.

The Committee of Selection have formed the following new Group of Private Bills, and have agreed to Report the same to the House:

GROUP Q.

Airdrie Rural District Police (No. 2).

Bradford Corporation Waterworks Amendment Bill.

New River Company and Trustees of the River Lee (No. 2).

Wisbech Town and Port and Nene Valley Drainage and Navigation Improvement.

TWELFTH REPORT FROM THE COMMITTEE OF SELECTION.

Ordered, by The House of Commons, *to be Printed,*
5 *June* 1855.

FIRST REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Mr. *Strutt* reported from the General Committee on Railway and Canal Bills, That they had formed into Groups, as follow, several Railway and Canal Bills, which in their opinion it is expedient to submit to the same Committee:—

GROUP 1.

Feb. 5.—South Staffordshire.

„ 7.—Birmingham Canal Navigation.

„ 9.—Oxford, Worcester and Wolverhampton (Narrow Gauge).

„ 26.—Oxford, Worcester and Wolverhampton (Broad Gauge).

„ 26.—Worcester and Hereford.

„ 28.—Oxford, Worcester and Wolverhampton (Improvement and Branches).

Mar. 5.—Severn Valley.

GROUP 2.

Feb. 1.—Monmouthshire Railway and Canal.

„ 5.—Swansea Vale.

„ 16.—South Wales Consolidation.

„ 21.—Llynvi Valley.

„ 26.—Carmarthen and Cardigan.

„ 26.—Rhymney.

RAILWAY AND CANAL BILLS COMMITTEE.

FIRST REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
8 *March* 1855.

SECOND REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Mr. *Strutt* reported from the General Committee on Railway and Canal Bills, That they had formed into Groups, as follow, several Railway and Canal Bills, which in their opinion it is expedient to submit to the same Committee:—

Group 3.

STEAMBOAT POWERS AND BILLS AFFECTING NAVIGATION.

Second Reading.

Feb. 5.—Glasgow and South Western (Steamboats).

„ 6.—Glasgow and South Western Consolidation, &c.

„ 6.—Manchester, Sheffield, and Lincolnshire Railway.

„ 7.—West Somerset Mineral.

„ 26.—Stoke's Bay and Isle of Wight Railway.

Mar. 9.—Chester and Holyhead Railway.

Improvement in Communication between England and Ireland.

Group 4.

AMALGAMATIONS.

Feb. 16.—London and North Western and Lancashire and Yorkshire.

„ 19.—Birkenhead, Lancashire and Cheshire Junction, and Great Western.

„ 19.—Somerset Central Railway.

„ 26.—North Staffordshire.

Mar. 6.—Lancashire and Yorkshire and Blackburn.

Group 5.

Second Reading.

Feb. 5.—Carlisle and Silloth Bay, &c.
„ 7.—Stockton and Darlington Railway.
„ 7.—Dearness Valley Railway.

Group 6.

Feb. 5.—Staines, Wokingham, &c., (Alterations).
„ 5.—Staines, Wokingham, &c., (Reading Junction).
„ 26.—Portsmouth Railway.
„ 26.—Exeter and Exmouth Railway.

Group 7.

Feb. 7.—East Kent Railway.
„ 16.—London and Blackwall Railway.
„ 19.—Great Western and Brentford Railway.
„ 26.—Metropolitan Railway.
Mar. 5.—Mid-Kent and North Kent Railway.
„ 12.—Barnet and Willesden Railway.

Group 8.

Feb. 7.—Cromford and High Peak Railway.
„ 16.—Newtown and Oswestry Railway.
„ 26.—Luton, Dunstable, &c., Railway.
„ 26.—Manchester, Sheffield, and Lincolnshire (Capital).
Mar. 5.—Stockport, Disley, and Whaley Bridge Railway.

Group 9.

Second Reading.

Feb. 1.—Ulster Railway.
„ 5.—Dundalk and Blackrock Railway.
„ 6.—Cork and Youghal Railway.
„ 9.—Londonderry and Coleraine Railway.
„ 16.—Dundalk and Enniskillen Railway.

Group 10.

Feb. 7.—Banff, Macduff, and Turriff Railway.
„ 26.—East of Fife Railway.
„ 26.—Leslie Railway.
Mar. 5.—Fife and Kinross Railway.

Group 11.

Feb. 5.—Glasgow, Dumbarton, &c. Railway.
Mar. 5.—Caledonian Railway.
„ 5.—Edinburgh and Glasgow Railway.

GROUP, No. 2.

The General Committee have added to the Group, No. 2,
Feb. 5.—The Aberdare Railway.

GENERAL COMMITTEE
ON RAILWAY AND CANAL BILLS.

SECOND REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
23 *March* 1855.

131.

THIRD REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Mr. *Strutt* reported from the GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS,—

That they had withdrawn from the Group No. 9—

The Dundalk and Blackrock Railway Bill.

GENERAL COMMITTEE
ON RAILWAY AND CANAL BILLS.

THIRD REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
17 *April* 1855.

FOURTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Mr. *Strutt* reported from the GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS,—

That they had added to the Group No. 7—

The Grand Surrey Canal Bill.

GENERAL COMMITTEE
ON RAILWAY AND CANAL BILLS.

FOURTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
7 May 1855.

FIFTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Mr. *Strutt* reported from the GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS,—

That they had added to the Group No. 6—

The Westminster Terminus Railway Bill,

and

The West London and Crystal Palace Railway and Westminster Terminus Railway Bill.

GENERAL COMMITTEE
ON RAILWAY AND CANAL BILLS.

FIFTH REPORT

FROM THE

GENERAL COMMITTEE

ON

RAILWAY AND CANAL BILLS.

Ordered, by The House of Commons, *to be Printed,*
10 *May* 1855.

230.

REPORT

FROM THE

SELECT COMMITTEE

ON

STANDING ORDERS REVISION.

1855.

Ordered, by The House of Commons, *to be Printed,*
4 *July* 1855.

362.

Martis, 12° *die Junii*, 1855.

Ordered, THAT a Select Committee be appointed "to Revise the Standing Orders."

That the said Committee do consist of—

Mr. Wilson Patten.	Mr. Strutt.
Mr. Henley.	Sir Robert Ferguson.
Mr. Bouverie.	Mr. Brotherton.
Mr. FitzRoy.	Lord Stanley.
Mr. Sotheron.	Mr. Tatton Egerton.
Mr. Evelyn Denison.	Mr. Bonham Carter.
Sir William Heathcote.	Mr. Ewart.
Mr. Greene.	

Ordered, That the said Committee have power to send for Persons, Papers and Records.

Ordered, That Five be the Quorum of the said Committee.

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REPORT.

THE SELECT COMMITTEE appointed to Revise the STANDING ORDERS;—

HAVE considered the matters to them referred, and have agreed to report the STANDING ORDERS, as revised by them, to The House.

4 July 1855.

PROCEEDINGS OF THE COMMITTEE.

Lunæ, 18° *die Junii*, 1855.

PRESENT:

Mr. Greene.	Mr. Strutt.
Lord Stanley.	Mr. Sotheron.
Mr. Fitzroy.	Mr. Bonham Carter.
Mr. Ewart.	Mr. Bouverie.
Sir R. Ferguson.	Mr. Brotherton.

Mr. GREENE was called to the Chair.

Committee deliberated.

Standing Orders read and considered, and amendments made.

Motion made, and Question put, "That in the opinion of this Committee it is expedient that local representation in Committees on opposed Private Bills be discontinued, and that the Standing Orders of The House be amended in conformity with such Resolution (Mr. *Ewart*).

Committee divided.

Ayes - - 6.	Noes - - 2.
Lord Stanley.	Sir Robert Ferguson.
Mr. Fitzroy.	Mr. Henley.
Mr. Ewart.	
Mr. Strutt.	
Mr. Sotheron.	
Mr. Bonham Carter.	

Standing Orders further considered, amended, and agreed to.

[Adjourned to Friday, at half-past Two o'clock.

Veneris, 22° *die Junii*, 1855.

PRESENT:

Mr. WILSON PATTEN in the Chair.

Mr. Wilson Patten.	Mr. Brotherton.
Mr. Sotheron.	Mr. Bonham Carter.
Mr. Strutt.	Sir R. Ferguson.
Mr. Henley.	

Standing Orders further considered, and amendments made.

[Adjourned to Monday, at Two o'clock.

Lunæ, 26° *die Junii*, 1855.

PRESENT:

Sir WILLIAM HEATHCOTE in the Chair.

Mr. Strutt.	Mr. Tatton Egerton.
Mr. Henley.	Mr. Sotheron.
Sir Robert Ferguson.	Mr. Bonham Carter.
Sir William Heathcote.	Mr. Brotherton.

Standing Orders further considered, and amendments made.

Standing Order 133 read.

Amendment proposed after the word "level" in line 4, to insert the words "unless a Report from the Board of Trade shall be laid before the Committee on the Bill approving of such level crossing, and stating the reasons and facts on which such opinion is founded, and unless also the Committee shall concur in such approval and report accordingly" (Mr. *Strutt*).

Question,—"That these words be there inserted"—put, and negatived.

Amendment proposed, after "Report" in line 7, to insert the words "and examining such officer if they shall disagree with the said Report" (Mr. *Tatton Egerton*).

Question,—"That these words be there inserted"—put, and agreed to.

Standing Order 133, as amended, put, and agreed to.

Other Standing Orders considered, amended, and agreed to.

Question,—"That the Standing Orders, as amended, be reported to The House"—put, and agreed to.

Ordered to report.

STANDING ORDERS.

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1.

I.

APPOINTMENT OF COMMITTEES AND EXAMINERS OF PETITIONS FOR PRIVATE BILLS.

Appointment of Committees and Examiners of Petitions for Private Bills.

STANDING ORDERS.

I.

APPOINTMENT OF COMMITTEES AND EXAMINERS OF PETITIONS FOR PRIVATE BILLS.

1.

Examiners of Petitions.

THERE shall be one or more Officers of this House, to be called "THE EXAMINERS OF PETITIONS FOR PRIVATE BILLS," who shall be appointed by Mr. Speaker.

2.

Committee on Standing Orders.

There shall be a Committee, to be designated "THE SELECT COMMITTEE ON STANDING ORDERS," to consist of *Eleven* Members, who shall be nominated at the commencement of every Session, of whom *Five* shall be a Quorum.

3.

Committee of Selection.

There shall be a Committee, to be designated "THE COMMITTEE OF SELECTION," to consist of the Chairman of the Select Committee on Standing Orders, who shall be *ex-officio* Chairman thereof, and *Five* other Members, who shall be nominated at the commencement of every Session, of which Committee *Three* shall be a Quorum.

4.

General Committee on Railway and Canal Bills.

There shall be a Committee, to be designated "The General Committee on Railway and Canal Bills," which shall be nominated at the commencement of every Session by the Committee of Selection; and *Five* shall be the Quorum of such Committee.

5.

Committee of Selection may discharge Members and add others.

The Committee of Selection may, from time to time, discharge Members from further attendance on such General Committee, and add other Members in their room, and shall appoint the Chairman of such Committee.

6.

General Committee to appoint Chairman.

The General Committee on Railway and Canal Bills shall appoint from among themselves the Chairman of each Committee on a Railway or Canal Bill, or on a Group of such Bills, and may change the Chairman so appointed from time to time.

Appointment of Committees and Examiners of Petitions for Private Bills.

Committees on Railway and Canal Bills.

7.

The Committee on every Railway and Canal Bill, or Group of Railway and Canal Bills, shall be composed of Five Members not locally or otherwise interested in the Bill or Bills in progress; the Chairman to be appointed by the General Committee on Railway and Canal Bills, and Four other Members by the Committee of Selection.

Committees on Opposed Private Bills.

8.

The Committee on every opposed Private Bill (not being a Railway, Canal or Divorce Bill), or Group of Bills, shall be composed of a Chairman and Four Members not locally or otherwise interested in the Bill or Bills in progress, to be appointed by the Committee of Selection.

Committees on Unopposed Private Bills.

9.

The Committee on every unopposed Private Bill (not being a Railway, Canal or Divorce Bill), shall, if the same shall have originated in this House, be composed of the Chairman of the Committee of Ways and Means, who shall be *ex-officio* Chairman of every such Committee, together with one of the Members ordered to prepare and bring in the Bill, and one other Member not locally or otherwise interested therein, such Members to be appointed by the Committee of Selection, and shall, if such Bill shall have been brought from the House of Lords, be composed of the Chairman, as aforesaid, and Two other Members, to be appointed by the Committee of Selection, of whom one at least shall not be locally or otherwise interested in the Bill; and the Chairman and one other Member of such Committee shall be the quorum thereof.

Committee on Divorce Bills.

10.

There shall be a Committee, to be designated "THE SELECT COMMITTEE ON DIVORCE BILLS," to consist of *Nine* Members, who shall be nominated at the commencement of every Session, of whom *Three* shall be a Quorum.

Members not to be added to Committees, except by special Order.

11.

After any Committee on a Private Bill shall have been formed, no Members shall be added thereto, unless by special Order of The House.

8.

In pursuance of a Resolution of the Committee that "local representation in Committees on opposed Private Bills be discontinued," this Order has been amended by leaving out all the words after "Selection, viz. "with the addition, if such Bill or Group shall specially relate to any one County, Division of a County, or Parliamentary Borough, of the Member or Members representing the same, or if such Bill or Group shall relate to more than one County, Division of a County, or Parliamentary Borough, of so many of the Members representing the same as the Committee of Selection shall appoint."

2.

II.

THE TWO CLASSES OF PRIVATE BILLS.

The Two Classes of Private Bills.

II.

THE TWO CLASSES OF PRIVATE BILLS.

12.

Private Bills divided into Two Classes.

For the purposes of the Standing Orders of this House, all Private Bills to which the Standing Orders are applicable shall be divided into the Two following Classes, according to the subjects to which they respectively relate:—

1st Class.

1st Class.—Burial Ground, Making, Maintaining or Altering.
Charters and Corporations, enlarging or altering Powers of.
Church or Chapel, Building, Enlarging, Repairing or Maintaining.
City or Town, Paving, Lighting, Watching, Cleansing or Improving.
Company, Incorporating or giving Powers to.
County Rate.
County or Shire Hall, Court House.
Crown, Church, or Corporation Property, or Property held in Trust for Public or Charitable Purposes.
Ferry.
Fishery, Making, Maintaining or Improving.
Gaol or House of Correction.
Land, Inclosing, Draining or Improving.
Letters Patent, Confirming, Prolonging or Transferring the Term of.
Local Court, Constituting.
Market or Market-place, Erecting, Improving, Repairing, Maintaining, or Regulating.
Police.
Poor, Maintaining or Employing.
Poor Rate.
Powers to sue and be sued, Conferring.
Stipendiary Magistrate, or any Public Officer, Payment of.

And

Continuing or amending an Act passed for any of the purposes included in this or the Second Class, where no further work than such as was authorized by a former Act is proposed to be made.

2d Class.—Making, Maintaining, Varying, Extending or Enlarging any

Aqueduct.
Archway.
Bridge.
Canal.
Cut.
Dock.
Drainage—making and maintaining any Cut for Drainage, being a new Work, where it is not provided in the Bill that the same shall not be more than Eleven feet width at the bottom.
Embankment for reclaiming Land from the Sea or any Tidal River.
Ferry, where any work is to be executed.
Harbour.
Navigation.
Pier.
Port.
Railway.
Reservoir.
Sewer.
Street.
Tunnel.
Turnpike or other Public Carriage Road.
Waterwork.

3.

III.

STANDING ORDERS, COMPLIANCE WITH WHICH IS TO BE PROVED BEFORE THE EXAMINERS OF PETITIONS FOR PRIVATE BILLS.

15.

After the word "Class," the words "and of Bills of the First Class, in respect to which Plans are required to be deposited;" and after the word "contain," the words "a description of all the Termini, together with," have been inserted, to make this Order conform, in that respect, to the similar Order of the House of Lords.

Standing Orders, compliance with which is to be proved before Examiners.

III.

STANDING ORDERS, COMPLIANCE WITH WHICH IS TO BE PROVED BEFORE THE EXAMINERS OF PETITIONS FOR PRIVATE BILLS; viz.

1. *Notices by Advertisement* - - - - - - - - - *p.* 13

2. *Notices and Applications to Owners, Lessees and Occupiers of Lands and Houses* - - - - - - - - - - - *p.* 15

3. *Documents required to be deposited, and the Times and Places of Deposit* - - - - - - - - - - - - *p.* 16

4. *Form in which Plans, Books of Reference, Sections and Cross Sections shall be prepared* - - - - - - - - - - *p.* 20

5. *Estimates and Subscription Contracts, or Declarations in lieu of Subscription Contracts, and Deposit of Money in certain cases* - - *p.* 23

13.

Compliance with the following Standing Orders shall be proved before one of the Examiners of Petitions for Private Bills; —*viz.*

1. *Notices by Advertisement.*

14.

Notices to state objects of application, when Bills will be deposited in Private Bill Office, and intention to seek for powers to purchase Lands, or to amalgamate, &c. or to levy or alter Tolls, to be stated.

In all cases where application is intended to be made for leave to bring in a Bill relating to any of the subjects included in either of the Two Classes of Private Bills, Notices shall be given stating the objects of such intended application, and the time at which copies of the Bill will be deposited in the Private Bill Office; and if it be intended to apply for powers for the compulsory purchase of Lands or Houses, or for extending the time granted by any former Act for that purpose, or to amalgamate with any other Company, or to sell or lease the Undertaking, or to purchase or take on lease the Undertaking of any other Company, or to amend or repeal any former Act or Acts, or to levy any Tolls, Rates or Duties, or to alter any existing Tolls, Rates or Duties, or to confer, vary or extinguish any exemptions from payment of Tolls, Rates or Duties, or to confer, vary or extinguish any other rights or privileges, the Notices shall specify such intention; and the whole of the Notice relating to the same Bill shall be included in the same Advertisement, which shall be headed by a short title, descriptive of the Undertaking or Bill.

15.

In Second Class Bills, Notices to contain Names of Parishes, &c.

In cases of Bills included in the Second Class, and of Bills of the First Class, in respect to which Plans are required to be deposited, such Notices shall also contain a description of all the Termini, together with the Names of the Parishes, Townships, Townlands and extra-parochial places from, in, through or into which the Work is intended to be made, maintained, varied, extended or enlarged, and shall state the time and place of deposit of the Plans, Sections, Books of Reference and Copies of the Gazette Notice respectively, with the Clerks of the Peace, Sheriff Clerks, Parish Clerks, Schoolmasters, Session Clerks, Town Clerks and Clerks of Unions, as the case may be. (*See* Nos. 28, 34 & 35.)

Standing Orders, compliance with which is to be proved before Examiners.

16.

In cases of Bills respecting any Burial Ground, Cemetery or Gas Works, the Notices shall set forth and specify the limits within which such Burial Ground, Cemetery or Gas Works are intended to be erected or made.

Notices to specify limits of Burial Ground or Gas Works.

17.

Cuts, Canals, Navigations, &c.

In all cases where it is proposed to divert into any intended Cut, Canal, Reservoir, Aqueduct or Navigation, or into any intended variation, extension or enlargement thereof respectively, any Water from any existing Cut, Canal, Reservoir, Aqueduct or Navigation, whether directly or derivatively, and whether under any agreement with the Proprietors thereof or otherwise, the Notices shall contain the name of every such existing Cut, Canal, Reservoir, Aqueduct or Navigation, the Waters supplying which will either directly or derivatively flow or proceed into any such intended Cut, Canal, Reservoir, Aqueduct or Navigation, or into any intended variation, extension or enlargement thereof.

When it is intended to divert Water from an existing Cut, &c.

Letters Patent.

18.

In cases of Bills for confirming or prolonging the terms of Letters Patent, each Notice shall have prefixed to it in Capital Letters the name by which the Invention is usually distinguished, and shall contain a distinct description of the Invention for which such Letters Patent have been obtained, and also an account of the Term of their Duration.

Name of Invention to be prefixed in Capitals to Notice.

19.

Publication of Notices in Gazettes and Newspapers.

In the months of *October* and *November*, or either of them, immediately preceding the Application for a Bill, such Notices shall be published *once* in the *London*, *Edinburgh* or *Dublin Gazette*, as the case may be, and in Three successive Weeks in some one and the same Newspaper of the County in which the City, County of a City, Town, County of a Town, or Lands to which such Bill relates shall be situate; or if there be no Newspaper published therein, then in the Newspaper of some County adjoining or near thereto; and if such Bill relate specially to any particular City, County of a City, Town or County of a Town, in which any Newspaper is published, such Notices shall be published in Three successive Weeks, in one and the same Newspaper published therein; or if such Bill do not relate to any particular City, County of a City, Town, County of a Town or Lands, such Notices shall be published once in the *London*, *Edinburgh* or *Dublin Gazette* only, as the case may be; and if such Bill relate to Lands situate in more than one County, such Notices shall be inserted once in each of Three successive Weeks, in some Newspaper or Newspapers which shall be published in *London* at least Six Days in the Week, or in *Edinburgh* or *Dublin* at least Two Days in the Week, as the case may be, and in a Newspaper of the County in which the principal Office of the Company or Companies or other parties who are the Promoters of any such Bill, shall be situate, and in a Newspaper of every County in which any new Works are proposed to be constructed, or in which any lands are situate in respect of which any new or further powers for the completion of Works already authorized are intended to be applied for.

2. *Notices*

Standing Orders, compliance with which is to be proved before Examiners.

2. *Notices and Applications to Owners, Lessees and Occupiers of Lands and Houses.*

20.

Application to Owners, &c. on or before 15th December.

On or before the 15th day of *December* immediately preceding the application for a Bill by which any Lands or Houses are intended to be taken, or an extension of the time granted by any former Act for that purpose is sought, application in writing shall be made to the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of all lands and houses so intended to be taken, or which may be taken as being within the limits of deviation defined upon the Plan; and in cases of Bills included in the second class, such application shall be, as nearly as may be, in the form set forth in the Appendix marked (A.)

21.

How Application to be made.

Such application shall be made by delivering the same personally to every such party, or by leaving the same at his usual place of abode, or, in his absence from the United Kingdom, with his agent, on or before the 15th day of *December*, or by forwarding the same by post in a registered letter, addressed with a sufficient direction to his usual place of abode, and posted on or before the 12th day of *December*, at the chief Post Office in *London*, *Manchester*, *Liverpool*, *Birmingham*, *Leeds*, *Newcastle-upon-Tyne*, *Norwich*, *Lincoln*, *Shrewsbury*, *Bristol*, *Exeter*, *Edinburgh*, *Glasgow*, *Aberdeen*, *Inverness*, *Dublin*, *Belfast*, *Cork* or *Athlone*, at such hours and according to such regulations as the Postmaster General shall from time to time appoint, for the posting and registration of such letters.

22.

Written acknowledgment of Party applied to, and, in case of Application or Notice by post, Post Office Receipt, sufficient evidence.

In all cases the written acknowledgment of the party applied to shall, in the absence of other proof, be sufficient evidence of an application having been made, or notice given; and in case of an application or notice having been forwarded by post, in a registered letter, the production of the Post Office receipt for such letter, duly stamped, in such form as the Postmaster General shall have appointed, shall be sufficient evidence of the due delivery of such letter; Provided it shall appear that the same was properly and sufficiently directed, and that the same was not returned by the Post Office as undelivered.

23.

Lists of Owners, &c. assenting, dissenting and neuter.

Separate Lists shall be made of the Names of such Owners, Lessees and Occupiers, distinguishing those who have assented, dissented or are neuter in respect to such application, or who have returned no answer thereto; and where no written acknowledgment has been returned to an application forwarded by post, or where such application has been returned as undelivered at any time before the making up of such lists, the direction of the letter in which the same was so forwarded shall be inserted therein. (*See* Order 38, directing the deposit of the said Lists in the Private Bill Office.)

Standing Orders, compliance with which is to be proved before Examiners.

24.

Crown, &c. Property.

Notice to Owners, &c.

Before the deposit of a Petition for leave to bring in a Bill relating to Crown, Church or Corporation Property, or Property held in Trust for Public or Charitable Purposes, or before the First Reading of any such Bill brought from the House of Lords, Notice in writing of such Application to Parliament shall be served upon the Owners or reputed Owners of such Property, and the Lessees or reputed Lessees of such Property, holding Leases granted for a life or lives, or for any term of Twenty-one Years or upwards.

Burial Grounds and Gas Works.

Notice to Owners and Occupiers of Houses.

25.

On or before the *Fifteenth* day of *December* immediately preceding the Application for any Bill for making a Burial Ground or Cemetery, or the erection of Works for the manufacture of Gas, Notice shall be served upon the Owner and Occupier of every Dwelling House situated within 300 Yards of the limits within which the proposed Burial Ground, Cemetery or Gas Works are intended to be erected or made.

Relinquishment of Works.

Notice to Owners, &c., when the Bill is to abridge any Public Work.

26.

Previously to the deposit of a Petition for leave to bring in a Bill whereby any part of a Work authorized by any former Act is intended to be relinquished, Notices in writing of such Bill shall be served upon the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the part of the said Work intended to be thereby relinquished is situate; and such Notices shall be served, and the service thereof proved, in the same manner as Applications under Standing Orders, Nos. 21 and 22.

27.

Time for serving Notices and Applications.

No Notice served or Application made on a Sunday or Christmas Day, or before Eight o'clock in the forenoon, or after Eight o'clock in the afternoon of any day, shall be deemed valid, except in the case of delivery of letters by post.

3. *Documents required to be deposited, and the Times and Places of Deposit.*

Deposits on or before the 30th November.

28.

Plans and Books of Reference, and Sections, with Clerk of the Peace.

In cases of Bills of the Second Class, a Plan and also a Duplicate thereof, together with a Book of Reference thereto, and a Section and also a Duplicate thereof, as hereinafter described; and in cases of Bills of the First Class, by which any lands or houses are intended to be taken, a Plan and Duplicate thereof, together with a Book of Reference, shall be deposited for public inspection at the office of the Clerk of the Peace for every County, Riding or Division in *England* or *Ireland*, or in the Office of the Principal Sheriff Clerk of every County in *Scotland*, and where any county in *Scotland* is divided into districts or divisions, then in the office of the Principal Sheriff Clerk in or for each district or division in or through which the Work is proposed

posed to be made, maintained, varied, extended or enlarged, or in which such lands or houses are situate, on or before the 30th day of *November* immediately preceding the Application for the Bill.

Standing Orders, compliance with which is to be proved before Examiners.

29.

The Clerks of the Peace or Sheriff Clerks, or their respective Deputies, shall make a Memorial in writing upon the Plans, Sections and Books of Reference so deposited with them, denoting the time at which the same were lodged in their respective offices, and shall at all seasonable hours of the day permit any person to view and examine one of the same, and to make copies or extracts therefrom; and *one* of the two Plans and Sections so deposited, shall be sealed up and retained in the possession of the Clerk of the Peace or Sheriff Clerk until called for by order of one of the Two Houses of Parliament. (*See* Appendix, Act 1 Vict. c. 83.)

Clerks of Peace to indorse a Memorial on Plans, &c.

30.

Tidal Lands.

In cases where the work shall be situate on Tidal Lands within the ordinary Spring Tides, a copy of the Plans and Sections shall, on or before the 30th day of *November*, be deposited at the Office of the Board of Admiralty.

Plans, &c., in certain cases to be deposited at Admiralty.

31.

Railways.

In the case of Railway Bills, a published Map, to a scale of not less than half an inch to a mile, (or in Ireland, to a scale of not less than a quarter of an inch to a mile,) with the line of Railway delineated thereon, so as to show its general course and direction, shall, on or before the 30th day of November, be deposited at the Office of the Clerk of the Peace, or Sheriff Clerk, together with the Plans, Sections and Book of Reference.

Published Map to be deposited with Clerk of Peace, &c.

32.

In the case of Railway Bills, a Copy of all Plans, Sections, and Books of Reference, required by the Orders of the House to be deposited in the Office of any Clerk of the Peace or Sheriff Clerk, on or before the 30th day of November immediately preceding the application for the Bill, together with the said published Map, with the Line of Railway delineated thereon, so as to show its general course and direction, shall on or before the same day be deposited in the Office of the Board of Trade.

Plans, &c. at the Office of the Board of Trade.

33.

On or before the 30th day of *November*, a copy of the said Plans, Sections and Books of Reference, and in the case of Railway Bills, also a copy of the said published Map, with the line of Railway delineated thereon, shall be deposited in the Private Bill Office of this House.

Deposit of Plans, &c. in Private Bill Office.

34.

On or before the 30th day of *November*, a copy of so much of the said Plans and Sections as relates to each Parish in or through which the Work is intended to be made, maintained, varied, extended

Parish Plan, Section and Book of Reference, with Parish Clerk, &c.

Standing Orders, compliance with which is to be proved before Examiners.

tended or enlarged, or in which any lands or houses, intended to be taken, are situate (*see* Fig. 5.), together with a copy of so much of the Book of Reference as relates to such Parish, shall be deposited with the Parish Clerk of each such Parish in *England*, or, in the case of any Extra-parochial Place, with the Parish Clerk of some Parish immediately adjoining thereto, with the Schoolmaster of each such Parish in *Scotland*, or if there be no Schoolmaster of any such Parish, then with the Session Clerk, or in Royal Burghs with the Town Clerk, and with the Clerk of the Union within which such Parish is included in *Ireland*. (*See* Appendix, Act 1 Vict. c. 83.)

35.

Gazette Notice to be deposited with Plans, &c. with Clerks of Peace, Parish Clerks, &c.

Wherever any Plans, Sections and Books of Reference, or parts thereof, are required to be deposited, a Copy of the Notice published in the *Gazette* of the intended application to Parliament shall be deposited therewith.

Deposits on or before the 31*st December.*

36.

Petition for Bill, &c., to be deposited in Private Bill Office.

Every Petition for a Private Bill, headed by a short Title descriptive of the Undertaking or Bill, corresponding with that at the head of the Advertisement, with a Declaration, signed by the Agent, and a printed copy of the Bill annexed, shall be deposited in the Private Bill Office on or before the 31st day of December; and such Petition, Bill and Declaration shall be open to the inspection of all parties; and printed copies of the Bill shall also be delivered therewith for the use of any Member of The House or Agent who may apply for the same.

37.

Declaration of Agent as to Class of Bill, and Powers thereof, to be annexed to Petition.

Such Declaration shall state to which of the two Classes of Bills such Bill in the judgment of the Agent belongs; and if the proposed Bill shall give power to effect any of the following objects; that is to say:—

Power to take any lands or houses compulsorily, or to extend the time granted by any former Act for that purpose:

Power to levy tolls, rates or duties, or to alter any existing tolls, rates or duties; or to confer, vary or extinguish any exemption from payment of tolls, rates or duties, or to confer, vary or extinguish any other right or privilege:

Power to amalgamate with any other Company, or to sell or lease their Undertaking, or to purchase or take on lease the Undertaking of any other Company:

Power to interfere with any Crown, Church or Corporation property, or property held in trust for public or charitable purposes:

Power

Standing Orders, compliance with which is to be proved before Examiners.

Power to relinquish any part of a work authorized by a former Act:

Power to divert into any intended cut, canal, reservoir, aqueduct or navigation, or into any intended variation, extension or enlargement thereof respectively, any water from any existing cut, canal, reservoir, aqueduct or navigation, whether directly or derivatively, and whether under any agreement with the proprietors thereof, or otherwise:

Power to make, vary, extend or enlarge any cut, canal, reservoir, aqueduct or navigation:

Power to make, vary, extend or enlarge any Railway:

The said Declaration shall state which of such powers are given by the Bill, and shall indicate in which clauses of the Bill (referring to them by their number) such powers are given, and shall further state that the Bill does not give power to effect any of the objects enumerated in this Order, other than those stated in the Declaration.

If the proposed Bill shall not give power to effect any of the objects enumerated in the preceding Order, the said Declaration shall state that the Bill does not give power to effect any of such objects.

The said Declaration shall also state that the Bill does not give any powers, other than those included in the Notices for the Bill.

38.

Other Documents required to be deposited in Private Bill Office.

On or before the 31st day of December there shall be also deposited in the Private Bill Office, all Estimates, Copies of Subscription Contracts and Declarations, and Lists of Owners, Lessees and Occupiers, which are required by the Standing Orders of the House.

39.

Documents to be deposited in Private Bill Office in regard to Joint Stock Companies Bills.

As respects all Bills for the incorporation of Joint Stock Companies, or proposed Companies for carrying on any Trade or Business, or for conferring upon such Companies the power of suing and being sued, (such Bills being Bills of the First Class), there shall be deposited in the Private Bill Office, together with the Petition for the Bill, a copy of the Deed or Agreement of Partnership (if any) under which the Company or proposed Company is acting, or of the Subscription Contract (if any), and in all cases a declaration in writing stating the following matters:—

1st.—The present and proposed amount of the Capital of the Company.

2d.—The number of Shares, and the amount of each Share.

3d.—The number of Shares subscribed for.

4th.—The amount of Subscriptions paid up.

Standing Orders, compliance with which is to be proved before Examiners.

5th.—The names, residences and descriptions of the Shareholders or Subscribers (so far as the same can be made out), and of the actual or provisional Directors, Treasurers, Secretaries or other officer, if any.

And such documents shall be verified by the signature of some authorized officer of the Company or proposed Company (if any), and by some responsible party promoting the Bill.

40.

Copies of Estimate, Subscription Contract, or of Declaration, &c., to be printed, and delivered in Vote Office and Private Bill Office.

Previously to the deposit of a Petition for a Bill, copies of the Estimate of Expense of the Undertaking under such Bill, and of the Subscription Contract, if any, with the Names of the Subscribers arranged in alphabetical order, and the amount of the Deposit respectively paid up by each such Subscriber, and the total amount of such Subscriptions, and of the Sums so paid up; or where a Declaration alone, or Declaration and Estimate of the probable amount of Rates and Duties, are substituted for a Subscription Contract, copies of such Declaration, or of such Declaration and Estimate, shall be printed at the expense of the Promoters of the Bill, and delivered at the Vote Office for the use of the Members of The House, and at the Private Bill Office for the use of any Agent who may apply for the same.

41.

Copy of Railway, &c. Bills to be deposited at Board of Trade, and of Navigation, &c. Bills with Admiralty, &c., and of Turnpike Bills with the Secretary of State.

On or before the 31st day of *December*, a printed Copy of every Railway and Canal Bill, and of every Bill for incorporating or giving powers to any Company, shall be deposited in the Office of the Board of Trade, a printed copy of every Bill relating to any Dock, Harbour, Navigation, Pier or Port shall be deposited in the office of the Board of Admiralty and in the Office of the Board of Trade, and a printed copy of every Bill relating to Turnpike Roads at the office of the Secretary of State for the Home Department.

42.

Deposit not valid on Sunday, &c.

No Deposit shall be deemed valid if made on a Sunday or Christmas Day, or before Eight o'clock in the forenoon, or after Eight o'clock in the afternoon of any day.

4. *Form in which Plans, Books of Reference, Sections and Cross Sections shall be prepared.*

43.

Plans.

Description of Plans.

Every Plan required to be deposited shall be drawn to a scale of not less than *Four* inches to a Mile, and in the case of Bills of the First Class, shall describe the lands intended to be taken, and in the case of Bills of the Second Class, shall describe the line or situation of the whole of the Work (no alternative line or Work being in any case permitted), and the lands in or through which it is to be made, maintained,

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tained, varied, extended or enlarged, or through which every communication to or from the Work shall be made; and where it is the intention of the Parties to apply for powers to make any lateral deviation from the line of the proposed Work, the limits of such deviation shall be defined upon the Plan, and all Lands included within such limits shall be marked thereon; and unless the whole of such Plan shall be upon a scale of not less than a *quarter* of an *inch* to every 100 feet, an enlarged Plan shall be added of any Building, Yard, Court-Yard or Land within the curtilage of any Building, or of any Ground cultivated as a Garden, either in the line of the proposed Work, or included within the limits of the said deviation, upon a scale of not less than a *quarter* of an *inch* to every 100 feet. (*See* Fig. 3.)

Lands within Deviation to be on Plan.

Buildings, &c. on enlarged Scale.

44.

Plan to describe Brooks &c. to be diverted.

In all cases where it is proposed to make, vary, extend or enlarge any Cut, Canal, Reservoir, Aqueduct or Navigation, the Plan shall describe the Brooks and Streams to be directly diverted into such intended Cut, Canal, Reservoir, Aqueduct or Navigation, or into any variation, extension or enlargement thereof respectively, for supplying the same with Water.

45.

Distances to be marked in Miles and Furlongs, and memorandum of Curves and Tunnelling.

In all cases where it is proposed to make, vary, extend, or enlarge any Railway, the Plan shall exhibit thereon the distances in miles and furlongs, from one of the termini; and a memorandum of the radius of every curve not exceeding One Mile in length shall be noted on the Plan in furlongs and chains; and where tunnelling as a substitute for open cutting is intended, such tunnelling shall be marked by a dotted line on the Plan.

46.

Diversion and widening or narrowing of Roads, &c. to be shown.

If it be intended to divert, widen or narrow any Turnpike Road, Public Carriage Road, Navigable River, Canal or Railway, the course of such diversion, and the extent of such widening or narrowing, shall be marked upon the Plan.

47.

Book of Reference.

Contents of Book of Reference.

The Book of Reference to every such Plan shall contain the names of the Owners or Reputed Owners, Lessees or Reputed Lessees, and Occupiers of all Lands and Houses in the Line of the proposed Work, or within the limits of deviation as defined upon the Plan, and shall describe such Lands and Houses respectively.

Sections.

48.

Section to be drawn to a scale of not less than one inch to every 100 feet.

The Section shall be drawn to the same horizontal scale as the Plan, and to a vertical scale of not less than *one inch* to every 100 feet, and shall show the surface of the ground marked on the Plan, the intended level of the proposed Work, the

Standing Orders, compliance with which is to be proved before Examiners.

height of every Embankment and the depth of every Cutting, and a datum horizontal line, which shall be the same throughout the whole length of the Work, or any Branch thereof respectively, and shall be referred to some fixed point (stated in writing on the section), near some portion of such Work, and in the case of a Canal, Cut, Navigation, Turnpike or other Carriage-road or Railway, near either of the Termini. (*See* line D. D., Fig. 2.)

49.

Section to specify level of both banks.

In cases of Bills for improving the Navigation of any River, there shall be a Section which shall specify the Levels of both Banks of such River; and where any alteration is intended to be made therein, it shall describe the same by Feet and Inches, or decimal parts of a foot.

50.

Line of Railway on Section to correspond with upper surface of Rails.

In every Section of a Railway, the Line of the Railway marked thereon shall correspond with the upper surface of the rails. (*See* line S. S. Fig. 2.)

51.

Vertical measures to be marked at change of gradient.

Distances on the Datum Line shall be marked in miles and furlongs, to correspond with those on the Plan; a vertical measure from the Datum Line to the Line of the Railway shall be marked in feet and inches, or decimal parts of a foot, at each change of the gradient or inclination; and the proportion or rate of inclination between each such change shall also be marked.

52.

Height of Railway over, or depth under surface of Roads, &c., to be marked and Bridges and Level Crossings.

Wherever the line of the Railway is intended to cross any turnpike-road, public carriage-road, navigable River, Canal or Railway, the height of the Railway over or depth under the surface thereof, and the height and span of every Arch of all Bridges and Viaducts, by which the Railway will be carried over the same, shall be marked in figures at every crossing thereof; and where the Railway will be carried across any such turnpike-road, public carriage-road or Railway, on the level thereof, such crossing shall be so described on the Section; and it shall also be stated if such level will be unaltered.

53.

Cross Sections of Canals, Roads, &c. crossed by the Railway when level or rate of inclination altered.

If any alteration be intended in the water level of any Canal, or in the level or rate of inclination of any turnpike-road, public carriage-road, or Railway, which will be crossed by the line of Railway, then the same shall be stated on the said Section, and each alteration shall be numbered; and Cross Sections, in reference to the said numbers, on a horizontal scale of not less than one inch to every 330 feet, and on a vertical scale of not less than one inch to every 40 feet, shall be added, which shall show the present surface of such Canal, Road or Railway, and the intended surface thereof when altered; and the greatest of the present and intended rates of inclination of such Road or Railway shall also be marked in figures thereon; and where any public carriage-road is crossed on the level, and the level

53.

This Order has been amended in conformity with the Standing Order of the House of Lords relating to Cross Sections. After the word "altered," the words "such Cross Sections to extend not less than 100 yards on each side of the centre line of the Railway," have been omitted; and at the end of the Order the words "and where any public carriage-road is crossed on the level, and the level of such road remains unaltered, a Cross Section of such road shall also be added; and all such Cross Sections shall extend for 200 yards on each side of the centre line of the Railway," have been added.

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level of such road remains unaltered, a Cross Section of such road shall also be added; and all such Cross Sections shall extend for 200 yards on each side of the centre line of the Railway. (*See* Fig. 4.)

54.

Embankments and Cuttings.

Wherever the extreme height of any embankment, or the extreme depth of any cutting shall exceed Five Feet, the extreme height over or depth under the surface of the ground shall be marked in figures upon the Section; and if any Bridge or Viaduct of more than three arches shall intervene in any Embankment, or if any Tunnel shall intervene in any Cutting, the extreme height or depth shall be marked in figures on each of the parts into which such Embankment or Cutting shall be divided by such Bridge, Viaduct or Tunnel.

55.

Tunnelling and Viaduct to be marked.

Where tunnelling, as a substitute for open cutting, or a viaduct as a substitute for solid embankment, is intended, the same shall be marked on the Section.

5. *Estimates and Subscription Contracts or Declarations in lieu of Subscription Contracts; and Deposit of Money in certain cases.*

56.

Estimate and Subscription Contract in Bills of the Second Class.

An Estimate of the Expense of the Undertaking under each Bill of the Second Class shall be made and signed by the person making the same, and a Subscription shall be entered into under a Contract, made as hereinafter described, to *three-fourths* the amount of such Estimate. (*See* as to depositing Estimate and Subscription Contract in Private Bill Office, No. 38.)

57.

Contract to contain Christian and Surnames of Parties.

Every Subscription Contract shall contain the Christian Names and Surnames, Description and Place of Abode of every Subscriber; his Signature to the amount of his Subscription, with the amount which he has paid up; and the Name of the Party witnessing such Signature, and the date of the same respectively; and the legal description and seal of any corporate body being a party to such contract; and the total amount of such Subscriptions, and of the sums so paid up.

58.

Not valid unless entered into subsequent to close of previous Session.

No Subscription Contract shall be valid, excepting in the case of Railway Bills, (for which *see* Order 59), unless it be entered into subsequent to the close of the Session of Parliament previous to that in which application is made for leave to bring in the Bill to which it relates, and unless the Parties subscribing to it bind themselves, their Heirs, Executors and Administrators, for the Payment of the Money so subscribed, to be recoverable by action at law.

Standing Orders, compliance with which is to be proved before Examiners.

59.

Subscription Contract not valid, unless entered into subsequent to the commencement of previous Session.

As regards Railway Bills, no Subscription Contract shall be valid, unless it be entered into subsequent to the commencement of the Session of Parliament previous to that in which application is made for leave to bring in the Bill to which it relates, and unless the parties subscribing to it bind themselves, their heirs, executors and administrators, for the payment of the money so subscribed, to be recoverable by action at law.

60.

Subscription Contracts, existing Railway Companies.

In all cases of application to Parliament by existing Railway Companies, for powers to raise additional capital for the purpose of constructing Branches or Extensions, or other new works, or of contributing towards the expense of constructing other Lines of Railways or Works, a Subscription Contract shall be entered into for Three-fourths of such additional Capital as may be required for these purposes, beyond the Capital authorized to be raised for the existing Lines, whether the Bill be of the first or second class; and deposits shall be duly paid thereon as hereinafter required. (*See* No. 64.)

61.

Cases wherein Declaration may be deposited in lieu or in aid of Subscription Contract.

Where the Work is to be made, wholly or in part, by means of Funds, or out of Money to be raised upon the credit of present Surplus Revenue, belonging to any Society or Company, or under the control of Directors, Trustees, or Commissioners, as the case may be, of any existing Public Work, such parties being the Promoters of the Bill, a Declaration stating those facts, and setting forth the nature of such control, and the nature and amount of such Funds or Surplus Revenue, and showing the actual Surplus of such Funds or Revenue, after deducting the Funds required for purposes authorized by any Act or Acts of Parliament, and also the Funds which may be required for any other Work to be executed under any Bill in the same Session, and given under the common seal of the Society or Company, or under the hand of some authorized Officer of such Directors, Trustees or Commissioners, may be deposited in lieu or in aid of the Subscription Contract, and in addition to the Estimate of the Expense, provided such surplus Funds shall be not less than the whole amount of the Estimate, or the portion thereof not provided for by a Subscription Contract. (*See* as to depositing Subscription Contracts in Private Bill Office, No. 38.)

62.

Cases wherein Declaration and Estimate of Amount of Rates may be substituted for Subscription Contract.

In cases where the Work is to be made out of Money to be raised upon the Security of the Rates, Duties or Revenue to be created by or to arise under any Bill, under which no private or personal pecuniary profit or advantage is to be derived, a Declaration stating those facts, and setting forth the means by which Funds are to be obtained for executing the Work, and signed by the Party or Agent soliciting the Bill, together with an Estimate of the probable amount of such Rates, Duties or Revenue, signed by the Person making the same, may be substituted for the Subscription Contract, and in addition to the Estimate of the Expense. (*See* as to depositing Estimate and Subscription Contract in Private Bill Office, No. 38.)

Deposit

Standing Orders, compliance with which is to be proved before Examiners.

Deposit of Money.

63.

Excepting in the case of a Railway Bill (for which *see* Order 64), a sum not less than *One-twentieth* part of the amount required to be subscribed (*see* No. 56) shall, previously to the 15th day of January, be deposited with the Court of Chancery in *England*, if the Work is intended to be done in *England*, or with the Court of Chancery in *England* or the Court of Exchequer in *Scotland*, if such Work is intended to be done in *Scotland*, and with the Court of Chancery in *Ireland*, if such Work is intended to be done in *Ireland*. (*See* Appendix C.)

One-twentieth part of the Amount required to be subscribed to be deposited.

64.

In the case of Railway Bills, a sum not less than One-tenth part of the amount required to be subscribed (*see* No. 56) shall, previously to the 15th day of January, be deposited with the Court of Chancery in England, if the Railway is intended to be made in England; or with the Court of Chancery in England or the Court of Exchequer in Scotland, if such Railway is intended to be made in Scotland; and with the Court of Chancery in Ireland, if such Railway is intended to be made in Ireland.

One-tenth part of the Amount required to be subscribed to be deposited.

4.

IV.

PROCEEDINGS OF EXAMINERS, OF CHAIRMAN OF COMMITTEE OF WAYS AND MEANS, AND OF COMMITTEES.

Proceedings of Examiners.

IV.

PROCEEDINGS OF EXAMINERS, OF CHAIRMAN OF COMMITTEE OF WAYS AND MEANS, AND OF COMMITTEES.

PROCEEDINGS OF THE EXAMINERS OF PETITIONS FOR PRIVATE BILLS.

65.

When Examination of Petitions to commence.

The Examination of the Petitions for Private Bills which shall have been duly deposited in the Private Bill Office, shall commence on the 25th day of January, in such order and according to such regulations as shall have been made by Mr. Speaker.

66.

Notice to be given by one of the Examiners of day appointed for Examination.

One of the Examiners shall give at least Seven clear Days' Notice in the Private Bill Office of the day appointed for the Examination of each Petition which shall have been duly deposited in the Private Bill Office; and in case the promoters shall not appear at the time when the Petition shall come on to be heard, the Examiner to whom the case shall have been allotted, shall strike the Petition off the General List of Petitions, and shall not re-insert the same, except by order of the House.

67.

Memorials complaining of non-compliance.

Any parties shall be entitled to appear and to be heard, by themselves, their agents and witnesses, upon a Memorial addressed to the Examiner, complaining of a non-compliance with the Standing Orders, provided the matter complained of be specifically stated in such Memorial, and the party (if any) who may be specially affected by the non-compliance with the Standing Orders have signed such Memorial and shall not have withdrawn his signature thereto, and such Memorial have been duly deposited in the Private Bill Office. (*See* Orders 173, 194.)

68.

Proof by Affidavit.

The Examiner may admit Affidavits in proof of the compliance with the Standing Orders of The House, unless in any case he shall require further evidence; and such Affidavit shall be sworn, if in England, before a Justice of the Peace; if in Scotland, before any Sheriff Depute or his Substitute; and if in Ireland, before any Judge or Assistant Barrister of that part of the United Kingdom.

69.

Examiner to indorse Petition, and when Standing Orders not complied with, to report.

The Examiner shall certify by indorsement on each Petition which shall have been duly deposited in the Private Bill Office, whether the Standing Orders have or have not been complied with; and, when they have not been complied with, he shall also report to the House the facts upon which his decision is founded, and any special circumstances connected with the case.

70.

To report in all cases of Petitions for additional provision in Private Bills, &c.

In all cases of Petitions for additional provision in Private Bills and of Estate Bills brought from the House of Lords, and of Bills introduced by leave of this House in lieu of other Bills which shall have been withdrawn, and referred to the Examiner, the Examiner shall give at least Two clear Days' notice of the day on which the same will be examined; and he shall report to the House whether the Standing Orders have or have not been complied with; and, when they have not been complied with, the facts upon which his decision is founded, and any special circumstances connected with the case.

71.

Special Report in certain cases.

In case the Examiner shall feel doubts as to the due construction of any Standing Order in its application to a particular case, he shall make a Special Report of the facts to the House, without deciding whether the Standing Order has or has not been complied with; and in such case he shall indorse the Petition with the words "Special Report," either alone, or if non-compliances with other Standing Orders shall have been proved, in addition to the words "Standing Orders not complied with."

Proceedings of Chairman of Ways and Means.

PROCEEDINGS OF, AND IN RELATION TO, THE CHAIRMAN OF THE COMMITTEE OF WAYS AND MEANS, AND THE COUNSEL TO MR. SPEAKER.

72.

Chairman of Ways and Means to examine all Private Bills, &c.

The Chairman of the Committee of Ways and Means, with the assistance of the Counsel to Mr. Speaker, shall examine all Private Bills, whether opposed or unopposed, and call the attention of The House, and also of the Chairman of the Committee on every opposed Private Bill, to all points which may appear to him to require it; and Copies of all such Bills shall be laid by the Agent before the said Chairman and Counsel not later than the day after the Examiner of Petitions shall have indorsed the Petition for the Bill.

73.

Copies of Bill as proposed to be submitted to Committee, to be laid before Chairman of Ways and Means, &c.

Three clear Days at least before the First Meeting of the Committee on any Private Bill, there shall be laid before the Chairman of the Committee of Ways and Means and the Counsel to Mr. Speaker, by the Agent, Copies of every such Bill as proposed to be submitted to the Committee, and such Copies shall be signed by the Agent for the Bill.

74.

Power to Chairman to report special circumstances, &c. to The House.

The Chairman of the Committee of Ways and Means shall be at liberty, at any period after any Private Bill shall have been referred to a Committee, to report to The House any special circumstances relative thereto which may appear to him to require it, or to inform The House that in his opinion any unopposed Private Bill should be treated as an opposed Private Bill.

75.

Copy of Bill as amended in Committee to be laid before Chairman of Ways and Means, &c.

Three clear Days at least before the consideration of any Private Bill ordered to lie upon the Table, a Copy of every such Bill, as amended in Committee, shall be laid by the Agent before the Chairman of the Committee of Ways and Means and the Counsel to Mr. Speaker, and deposited at the Office of the Board of Trade.

76.

On consideration of Report of Railway Bill, Chairman of Ways and Means to acquaint the House if Orders have been observed.

On or before the consideration of the Report of every Railway Bill, the Chairman of the Committee of Ways and Means shall inform The House, or signify in writing to Mr. Speaker, whether the Bill contain the several provisions required by the Standing Orders.

77.

Clause or Amendment on consideration of Bill, or on Third Reading to be

When it is intended to bring up any Clause, or to propose any Amendment on the consideration of any Private Bill ordered to lie upon the Table, or on the Third Reading of any Private Bill, the same shall be submitted by the Agent to the Chairman of the

Proceedings of Chairman of Ways and Means.

submitted to Chairman of Ways and Means, &c.

Committee of Ways and Means, and the Counsel to Mr. Speaker, on the day on which notice is given thereof in the Private Bill Office; and the said Chairman shall inform The House, or signify in writing to Mr. Speaker, whether such Clause or Amendment be such as ought or ought not to be entertained by The House, without referring the same to the Select Committee on Standing Orders.

78.

Copy of Amendments by House of Lords, and of proposed Amendments thereto, to be laid before Chairman of Ways and Means, &c.

A Copy of all Amendments made in The House of Lords to any Private Bill, and of all Amendments to such Amendments intended to be proposed in this House, shall be laid by the Agent before the Chairman of the Committee of Ways and Means and the Counsel to Mr. Speaker, before Two o'clock on the day previous to that on which the same are respectively appointed for consideration by The House.

Proceedings of Standing Orders Committee.

PROCEEDINGS OF THE SELECT COMMITTEE ON STANDING ORDERS.

79.

To report whether Standing Orders ought or ought not to be dispensed with.

When any Report of the Examiner of Petitions for Private Bills, in which he shall report that the Standing Orders have not been complied with, shall have been referred to the Select Committee on Standing Orders, and after the Petition for the Bill shall have been duly presented, they shall report to The House whether such Standing Orders ought or ought not to be dispensed with, and whether in their opinion the parties should be permitted to proceed with their Bill, or any portion thereof, and under what (if any) conditions.

80.

Proceeding in case of Special Report.

When any Special Report from the Examiner of Petitions as to the construction of a Standing Order shall have been referred to the Select Committee on Standing Orders, they shall determine, according to their construction of the Standing Order, and on the facts stated in such Report, whether the Standing Orders have or have not been complied with, and they shall then either report to the House that the Standing Orders have been complied with, or shall proceed to consider the question of dispensing with the Standing Orders, as the case may be.

81.

To report whether Sessional or Standing Orders ought or ought not to be dispensed with.

When any Petition praying that any of the Sessional or Standing Orders of The House relating to Private Bills may be dispensed with, shall stand referred to the Select Committee on Standing Orders, they shall report to The House whether such Sessional or Standing Orders ought or ought not to be dispensed with.

82.

To report whether Petition ought or ought not to be re-inserted in the General List.

When any Petition for the re-insertion of any Petition for a Private Bill in the General List of Petitions shall stand referred to the Select Committee on Standing Orders, they shall report to the House whether in their opinion such Petition ought or ought not to be re-inserted, and, if re-inserted, under what (if any) conditions.

83.

To report whether Clause or Amendment on consideration of Bill should be adopted by House or not, or whether Bill should be re-committed.

When any Clause or Amendment proposed on the consideration of any Private Bill ordered to lie upon the Table shall have been referred to the Select Committee on Standing Orders, they shall report to The House whether such Clause or Amendment should be adopted by The House or not, or whether the Bill should be re-committed.

84.

To report whether Clause or Amendment on Third Reading ought or ought not to be adopted by House at that stage.

When any Clause or Amendment proposed in any Private Bill on the Third Reading shall have been referred to the Select Committee on Standing Orders, they shall report to The House whether such Clause or Amendment ought or ought not to be adopted by The House at that stage.

Proceedings of Committee of Selection, &c.

PROCEEDINGS OF THE COMMITTEE OF SELECTION, AND OF THE GENERAL COMMITTEE ON RAILWAY AND CANAL BILLS.

85.

Printed Copies of Bills to be laid before Committee of Selection and General Committee.

Printed copies of all Private Bills, not being Railway or Canal Bills, shall be laid before the Committee of Selection, and Printed Copies of all Railway and Canal Bills before the General Committee on Railway and Canal Bills, by the parties promoting the same, at the first Meeting of the said Committees respectively, which shall be held after the 10th of January in each Year.

86.

Committee of Selection and General Committee to group Private Bills.

The Committee of Selection may, if they think fit, form into Groups all Private Bills, not being Railway or Canal Bills, and the General Committee on Railway and Canal Bills may form into Groups all Railway and Canal Bills, which, in their opinion, it may be expedient to submit to the same Committee, and shall report the same to The House.

87.

Railway and Canal unopposed Bills.

The General Committee on Railway and Canal Bills may, whenever they shall think fit, refer any unopposed Railway or Canal Bill to the Chairman of the Committee of Ways and Means and two other Members not locally or otherwise interested, to be nominated by the Committee of Selection.

88.

Committee of Selection and General Committee to name Bill or Bills to be considered on the first day.

The Committee of Selection shall name the Bill or Bills which shall be taken into consideration on the first day of the meeting of the Committee, on any Group of Bills not being Railway or Canal Bills; and the General Committee on Railway and Canal Bills shall name the Bill or Bills which shall be taken into consideration on the first day of the meeting of each Committee on any Group of such Bills.

89.

What Bills not to be considered opposed.

The Committee of Selection shall consider no Bill as an opposed Private Bill, unless either previous to, or not later than Seven clear Days after, the Second Reading thereof, a Petition shall have been presented against it, in which the Petitioner or Petitioners shall have prayed to be heard, by themselves, their Counsel or Agents, or unless, where no such Petition shall have been presented, the Chairman of the Committee of Ways and Means shall have reported to The House that in his opinion any Bill ought to be so treated.

Proceedings of Committee of Selection, &c.

90.

The Committee of Selection shall refer every opposed Private Bill which shall have been referred to them, or any Group of such Bills, to a Chairman and Four Members, not locally or otherwise interested therein.

Constitution of Committees on opposed Private Bills.

91.

The Committee of Selection shall refer every unopposed Private Bill, which shall have been referred to them, to the Chairman of the Committee of Ways and Means, together with one of the Members ordered to prepare and bring in the same, and one other Member not locally interested therein, if the Bill shall have originated in this House; and if the Bill shall have been brought from The House of Lords, to the Chairman of the Committee of Ways and Means, together with Two other Members, of whom one at least shall not be locally or otherwise interested therein.

Constitution of Committees on unopposed Private Bills.

92.

The Committee of Selection shall give each Member not less than Fourteen Days' notice, by publication in the Votes or otherwise, of the week in which it will be necessary for him to be in attendance for the purpose of serving, if required, as a Member, not locally or otherwise interested, of a Committee on a Private Bill.

Committee of Selection to give notice to Members.

93.

The Committee of Selection shall give to each Member sufficient Notice of his appointment as a Member of a Committee on any Private Bill, or Group of such Bills, and, in every case where a declaration is required to be signed and returned by such Member, shall transmit to him a blank form of the Declaration required, with a request that it may forthwith be returned properly filled up and signed.

Notice of Appointment and Declaration to be transmitted to Members.

94.

The Committee of Selection shall report to The House the name of every Member, from whom they shall not have received in due time such Declaration, so filled up and signed, or, in lieu thereof, an excuse which they shall deem sufficient.

Members returning no answer to be reported.

95.

The Committee of Selection shall have the power of substituting, at any time before the first meeting of a Committee, another Member for any Member whom they shall deem it proper to excuse from serving on that Committee.

One Member may be substituted for another.

96.

The Committee of Selection shall, subject to the order in regard to the interval between the Second Reading of every Private Bill and the Sitting of the Committee thereupon, fix the time for holding the *First Sitting* of every Committee on a Private Bill which shall have been referred either to the said Committee, or the General Committee on Railway and Canal Bills.

Committee of Selection to appoint First Sitting of Committee.

97.

The Committee of Selection shall have power, in the execution of their duties, to send for Persons, Papers and Records.

Committee of Selection to send for persons, &c.

90.

All the words after "therein" have been omitted, in compliance with the Resolution of the Committee, that local representation be discontinued in Committees on opposed Private Bills.

96.

This Order has been amended in conformity with an Instruction of The House to the Committee of Selection on the 13th March last. The last words of the Order, "referred to them," have been omitted, and the words "which shall have been referred either to the said Committee, or the General Committee on Railway and Canal Bills," have been added.

98.

The words " Railway and Canal Bills, and each of the Five Members, not locally or otherwise interested, of a Committee on " have been omitted, in furtherance of the Resolution of the Committee that local representation be discontinued in Committees upon opposed Private Bills.

99.

The words " not locally or otherwise interested " have been omitted.

100.

The words " as not being locally or otherwise interested therein " have been omitted.

101.

The words " Railway and Canal Bills, nor any of the Five Members, not locally or otherwise interested, of the Committee on any other " have been omitted, and the words " an opposed " have been inserted.

102.

The words " not locally or otherwise interested in the Bill or Bills referred to them" have been omitted, in pursuance of the Resolution of the Committee.

103.

The words " not locally or otherwise interested" have been omitted; an the Order has been also verbally amended.

Proceedings of Committees on Opposed Bills.

PROCEEDINGS OF COMMITTEES ON OPPOSED BILLS.

98.

Declaration of Members not locally interested.

Each Member of a Committee on an opposed Private Bill, or group of such Bills, shall, before he be entitled to attend and vote on such Committee, sign the following Declaration:

> I do hereby declare, That my constituents have no local interest, and that I have no personal interest, in such Bill; and that I will never vote on any question which may arise without having duly heard and attended to the Evidence relating thereto.

And no such Committee shall proceed to business until the said Declaration shall have been so signed by each of such Members.

99.

Quorum to be always present.

Committees shall be allowed to proceed if Three of the Five Members shall be present, but not with a less number, unless by special leave of the House.

100.

When Proceedings of Committee to commence.

So soon after the expiration of *Ten Minutes* after the time appointed for the first sitting of a Committee on an opposed Private Bill, not being a Railway or Canal Bill, as there shall be present at least *Three* of the *Five* Members appointed to serve on such Committee, provided that all the said *Five* Members shall have duly signed and delivered in the Declaration as hereinbefore provided, the Chairman shall proceed to take the Chair of the Committee.

101.

Members not to absent themselves.

No Member of a Committee on an opposed Private Bill shall absent himself from his duties thereon, except in the case of sickness, or by order of The House.

102.

When Chairman absent.

If the Chairman shall be absent from the Committee, the Member next in rotation on the List of Members who shall be present shall act as Chairman.

103.

Proceedings to be suspended if Quorum not present.

If at any time during the sitting of any Committee, *Three* at least of the Members shall not be present, the Chairman shall suspend the proceedings of such Committee until *Three* at least shall be present; and if at the expiration of *One Hour* from the time fixed for the meeting of the Committee, or from the time when the Chairman shall so have suspended the proceedings, *Three* Members shall not be present, the Committee shall be adjourned to the next day on which The House shall sit, and then shall meet at the hour on which such Committee would have sat, had no such adjournment taken place.

Proceedings of Committees on Opposed Bills.

104.

If any of the Members shall not be present within One Hour after the time appointed for the meeting of the Committee, or if any Member shall absent himself from his duties on such Committee, every such Member shall be reported to The House at its next sitting.

Members absent to be reported to The House.

105.

If at any time after the Committee on a Bill shall have been formed, a Quorum of Members required by the Standing Orders cannot attend in consequence of any of the Members who shall have duly qualified to serve on such Committee having become incompetent to continue such service by having been placed on an Election Committee, or by death or otherwise, the Chairman shall report the circumstances of the case to The House, in order that such measures may be taken by The House as shall enable the Members still remaining on the Committee to proceed with the business referred to such Committee, or as the exigency of the case may require.

Absence of Quorum by Death or otherwise to be reported.

106.

All questions before Committees on Private Bills shall be decided by a majority of voices, including the voice of the Chairman; and whenever the voices are equal, the Chairman shall have a second or casting vote.

Questions to be decided by majority of voices.

107.

The Committee on each Group of Bills shall take the Bill or Bills first into consideration which shall have been named by the Committee of Selection, or by the General Committee on Railway and Canal Bills (*see* No. 88); and the Committee shall, from time to time, appoint the day on which they will enter upon the consideration of each of the remaining Bills, and on which they will require the parties severally promoting or opposing the same to enter appearances; and Two clear Days' notice, at the least, of such appointment, shall be sent by the Clerk attending the Committee to the Clerks in the Private Bill Office; and in case the Committee shall postpone the consideration of any Bill, the like notice shall be given of the day to which the same is postponed.

Committee on Group to consider that Bill first which Committee of Selection or General Committee shall have named, and to appoint day for Consideration of remaining Bills, of which Clerk of Committee to give Notice.

108.

Every Committee on an opposed Private Bill shall report specially to the House the cause of any Adjournment over any day on which the House shall sit.

Causes of Adjournment to be specially reported.

109.

No Petition against a Private Bill shall be taken into consideration by the Committee on such Bill, which shall not distinctly specify the ground on which the Petitioners object to any of the provisions thereof; and the Petitioners shall be only heard on such grounds so stated; and if it shall appear to the said Committee, that such grounds are not specified with sufficient accuracy, the Committee may direct that there be given in to the Committee

Petition against Bill not to be considered except grounds of objection sufficiently specified.

104.

The words "not locally or otherwise interested," and the word "such," in line 3, have been omitted.

107.

The words "such postponement" at the end of the Order have been omitted, and the words "the day to which the same is postponed" have been added.

108.

After the word "Adjournment," the words "other than from day to day, unless such Adjournment shall be over Saturday, Sunday, Good Friday, or Christmas-day" have been omitted, and the words "over any day on which the House shall sit" have been added.

Committee a more specific Statement, in writing, but limited to such grounds of Objection so inaccurately specified.

110.

No Petitioners against any Private Bill shall be heard before the Committee on the Bill, unless their Petition shall have been prepared and signed in strict conformity with the Rules and Orders of this House, and shall have been presented to this House by having been deposited in the Private Bill Office, either previous to, or not later than *Seven* clear *Days* after, the Second Reading of such Bill, except where the Petitioners shall complain of any matter which may have arisen during the progress of the Bill before the said Committee, or of any proposed additional provision, or of the Amendments as proposed in the filled-up Bill deposited in the Private Bill Office.

Petitioners against Bill not to be heard unless Petition presented not later than Seven clear Days after Second Reading, &c.

111.

It shall be competent to the Committee on any Private Bill to admit Petitioners to be heard upon their Petitions against such Bill, on the ground of competition, if they shall think fit.

Competition to be a ground of locus standi.

112.

Where a Bill is promoted by an Incorporated Company, Shareholders of such Company shall not be entitled to be heard before the Committee against such Bill, unless their interests, as affected thereby, shall be distinct from the general interests of such Company.

In what cases Shareholders to be heard.

113.

Where a Railway Bill contains provisions for taking or using any part of the Lands, Railway, Stations or Accommodations of another Company, or for running Engines or Carriages upon or across the same, or for granting other facilities, such Company shall be entitled to be heard upon their Petition against the Preamble and Clauses of such Bill.

In what cases Railway Companies to be heard.

114.

It shall be competent to the Committee on any Railway or Canal Bill to admit Petitioners, being the Municipal Authorities of any Town, or the Inhabitants of any Town or District alleged to be injuriously affected by a Bill, to be heard against such Bill, if they shall think fit.

Municipal authorities and Inhabitants of Towns, &c.

115.

In all cases of opposed Private Bills, in which no parties shall have appeared on the Petitions against such Bills, or having appeared shall have withdrawn their opposition before the evidence of the Promoters shall have been commenced, the Committees on such Bills shall forthwith refer them back, with a statement of the facts, if not Railway or Canal Bills, to the Committee of Selection, and if Railway and Canal Bills, to the General Committee on Railway and Canal Bills, who shall deal with them as unopposed Bills.

When opposed Bills may be treated as unopposed.

117.

The word "unopposed" has been added.

Proceedings of Committees on Bills.

Proceedings of, and in Relation to, Committees on Bills, whether Opposed or Unopposed.

116.

At the first Meeting of the Committee, Copies of the Bill, as proposed to be submitted to them, and signed by the Agent, shall be laid by him before each Member of the Committee.

Filled-up Copies of Bill to be laid before each Member.

117.

No Member added in respect of local representation to a Committee on any unopposed Private Bill shall have a Vote on any question that may arise, but every such Member shall be entitled to attend and take part in the proceedings of the Committee.

Local Member not to vote.

118.

The Names of the Members attending each Committee shall be entered by the Clerk on the Minutes of the Committee; and if any Division shall take place in the Committee, the Clerk shall take down the Names of Members voting in any such Division, distinguishing on which side of the question they respectively vote, and that such Lists be given in with the Report to The House.

Names of Members to be entered on Minutes.

119.

No Committee shall have power to examine into the compliance or non-compliance with such Standing Orders as are directed to be proved before the Examiner of Petitions for Private Bills, unless by special order of The House.

Committee on Bill not to inquire into certain Standing Orders.

120.

The Committee on any Private Bill may admit affidavits in proof of the compliance with such Standing Orders of the House as are directed to be proved before them, unless in any case they shall require further evidence; and such affidavits shall be sworn, if in England, before a Justice of the Peace; if in Scotland, before any Sheriff-depute or his substitute; and if in Ireland, before any Judge or Assistant Barrister of that part of the United Kingdom.

Committee may admit affidavits in proof of compliance with Standing Orders.

121.

The Committee may admit proof of the Consents of Parties concerned in interest in any Private Bill, by Affidavits, sworn as aforesaid, or by the Certificate in writing of such Parties, whose Signatures to such Certificate shall be proved by *one* or more Witnesses, unless the Committee shall require further Evidence.

Consents, how to be proved.

122.

The Committee shall make a Special Inquiry into the *bonâ fide* character of the Subscription Contract, if any, and the sufficiency of the Subscribers thereto, and report their Opinion thereupon to The House.

Special Inquiry into Subscription Contract, &c.

Proceedings of Committees on Bills.

123.

Clause compelling payment of Subscriptions.

In all Bills presented to The House for carrying on any Work by means of a Company, Commissioners or Trustees, Provision shall be made for compelling Persons who have subscribed any Money towards carrying any such Work into execution, to make payment of the Sums severally subscribed by them.

124.

Provision to be made in Bills by which Tolls, &c. are to be levied.

In all Bills whereby any Parties are authorized to levy Fees, Tolls or other Rate or Charge, Clauses shall be inserted, providing for the following objects, except in so far as any of such objects shall have been provided for in some general Act applicable to the subject-matter of the Bill:—

Security to be taken from Treasurer, &c.

Security to be taken from the Treasurer, Collector, or Receiver, and every other officer entrusted with the collection or custody of monies under the Bill, for the faithful execution of his office.

Accounts to be kept.

Full and accurate Accounts to be kept of all monies received and expended under the provisions of the Bill, and that such Accounts be balanced once in each year at the least.

Accounts to be audited.

Such Accounts to be duly audited once in each year at the least, and that for such purpose an Auditor or Auditors be appointed by some person or persons not immediately connected with the Commissioners, Directors, Trustees, or other party, by whom, or by whose direction or authority, such Fees, Tolls, Rates or Charges shall be levied.

Accounts, Vouchers, &c., to be produced to Auditors.

For the purpose of auditing such Accounts, the Commissioners, Directors, Trustees or other such party as aforesaid to be required to cause the Accounts, together with all their Books and Vouchers, to be produced to the Auditors.

Remuneration to Auditors.

The remuneration of the Auditor, and his expenses, to be defrayed out of the funds levied under the Bill.

Abstract of Account to be annually transmitted to Clerk of Peace.

An annual Account, in abstract, to be prepared of the total Receipts and Expenditure of all funds levied under such Bill for the past year, under the several distinct heads of Receipts and Expenditure, with a Statement of the Balance of the said Account duly audited and certified by the Chairman of the Commissioners, Directors, Trustees or other parties aforesaid, and also by the Auditors thereof; and a copy of such annual Account to be transmitted, free of charge, to the Clerk of the Peace (or in Scotland to the Sheriff Clerk) for the County, or to the Clerk of the City or Borough within which the chief Office for the management of such funds shall be situated, on or before the *Thirty-first* day of *January* in each year, under a sufficient Penalty for not preparing and sending in the said Account, to be levied by summary process; the said Account to be open at all seasonable hours to the inspection of the Public upon payment of a Fee.

125. Where

Proceedings of Committees on Bills.

125.

Where the level of any Road shall be altered in making any Public Work, the ascent of any Turnpike Road, or of any Road in Ireland so defined in the Railway Clauses Consolidation Act, 1845, shall not be more than One foot in 30 feet, and of any other public Carriage Road not more than One foot in 20 feet; and a good and sufficient Fence, of Four feet high at the least, shall be made on each side of every Bridge which shall be erected.

Level of Roads.

Fence to Bridge.

126.

Every Plan, and Book of Reference thereto, which shall be produced in evidence before the Committee upon any Private Bill (whether the same shall have been previously lodged in the Private Bill Office, or not,) shall be signed by the Chairman of such Committee, with his Name at length; and he shall also mark with the Initials of his Name every Alteration of such Plan and Book of Reference, which shall be agreed upon by the said Committee; and every such Plan and Book of Reference shall thereafter be deposited in the Private Bill Office.

Plan, &c., to be signed by Chairman.

127.

The Chairman of the Committee shall sign, with his Name at length, a printed Copy of the Bill (to be called the Committee Bill), on which the Amendments are to be fairly written; and also sign, with the Initials of his Name, the several Clauses added in the Committee.

Committee Bill and Clauses to be signed by Chairman.

128.

The Chairman of the Committee shall report to The House, that the Allegations of the Bill have been examined; and whether the Parties concerned have given their Consent (where such Consent is required by the Standing Orders) to the satisfaction of the Committee.

Chairman to report on allegations of Bill, &c.

129.

The Chairman of the Committee shall report the Bill to The House, whether the Committee shall or shall not have agreed to the Preamble, or gone through the several Clauses, or any of them; or where the Parties shall have acquainted the Committee that it is not their intention to proceed with the Bill; and when any alteration shall have been made in the Preamble of the Bill, such alteration, together with the ground of making it, shall be specially stated in the Report.

Chairman to report Bill in all cases.

130.

The Minutes of the Committee on every Private Bill shall be brought up and laid on the Table of The House, with the Report of the Bill.

Minutes of Committee.

Proceedings of Committees on Bills.

Railway Bills.

131.

Restrictions as to Mortgage.

In the case of a Railway Bill, no Company shall be authorized to raise, by Loan or Mortgage, a larger sum than *One-third* of their capital; and until *Fifty per cent.* on the whole of the capital shall have been paid up, it shall not be in the power of the Company to raise any Money by Loan or Mortgage.

132.

Limiting ascent of Roads where Level is altered.

Where the level of any road shall be altered in making any Railway, the ascent of any Turnpike Road, or of any Road in Ireland, so defined in the Railway Clauses Consolidation Act, 1845, shall not be more than One foot in 30 feet, and of any other public carriage-road not more than One foot in 20 feet, unless a report thereupon from some officer of the Board of Trade shall be laid before the Committee on the Bill, and unless the Committee, after considering such report, and examining such officer, if they shall disagree with the said report, shall recommend steeper ascents, with the reasons and facts upon which their opinion is founded: Also, a good and sufficient Fence, of Four feet high at the least, shall be made on each side of every Bridge which shall be erected.

Fence to Bridge.

133.

Railway not to cross Roads on a Level unless Committee report, &c.

No Railway whereon carriages are propelled by steam, or by atmospheric agency, or drawn by ropes in connexion with a stationary steam-engine, shall be made across any turnpike-road or other public carriage-way on the level, unless a Report thereupon from some Officer of the Board of Trade shall be laid before the Committee on the Bill, and unless the Committee, after considering such Report, and examining such Officer, if they shall disagree with the said Report, shall recommend such level crossing, with the reasons and facts upon which their opinion is founded; and in every Clause authorizing a level crossing, the number of lines of rails authorized to be made at such crossing shall be specified.

134.

Railway Company not to acquire Docks, &c. unless Committee report, &c.

No Railway Company shall be authorized to construct or enlarge, purchase or take on lease, or otherwise appropriate any Dock, Pier, Harbour or Ferry, or to acquire and use any Steam-vessels for the conveyance of goods and passengers, or to apply any portion of their capital or revenue to other objects, distinct from the Undertaking of a Railway Company, unless the Committee on the Bill report that such a restriction ought not to be enforced, with the reasons and facts upon which their opinion is founded.

Matters to be specially reported.

135.

Capital.

In the case of a Railway Bill, the Committee shall report specially:—

1. The proposed Capital of the Company formed for the execution of the project, and the amount of any Loans which they may be empowered to raise by the Bill.

2. The

132.

In line 6, the word "thereupon" has been inserted after "report," and the words "Railway Department of the" have been omitted; in line 8, the words "recommending that steeper ascents than the above may be allowed, with the reasons and facts upon which his opinion is founded," have been omitted; in line 10, after "and" the word "unless" has been inserted, and after "Committee" the words "shall report in favour of such recommendation" have been omitted, and the words "after considering such report, and examining such officer, if they shall disagree with the said report, shall recommend steeper ascents, with the reasons and facts upon which their opinion is founded," have been inserted.

133.

This Order has been amended by inserting the word "thereupon" after "Report" in line 4; by omitting the words "of the Railway Department" in line 5; and by omitting all the words after the word "Bill" in the 6th line; viz. "recommending such level crossing, with the reasons and facts upon which his opinion is founded, and the Committee shall report in favour of such recommendation," and adding the words "and unless the Committee, after considering such Report, and examining such Officer, if they shall disagree with the said Report, shall recommend such level crossing, with the reasons and facts upon which their opinion is founded; and in every Clause authorizing a level crossing, the number of lines of rails authorized to be made at such crossing shall be specified."

135.

7. The words "Commissioners of Railways" have been omitted, and "Board of Trade" inserted.

2. The amount of Shares subscribed for, and the Deposits paid thereon. Shares, &c.

3. The Names and Places of Residence of the Directors or Provisional Committee, with the amount of Shares taken by each. Names, &c., of Directors.

4. The number of Shareholders who may be considered as having a local interest in the line, and the amount of Capital subscribed for by them. Local Shareholders.

5. The number of other Parties, and the Capital taken by them. Other parties, &c.

6. The number of Shareholders subscribing for 2,000*l.* and upwards, with their Names and Residences, and the amount for which they have subscribed. Subscribers for 2,000*l.* and upwards.

7. Whether any Report from the Board of Trade in regard to the Bill, or the objects thereby proposed to be authorized, has been referred by the House to the Committee, and if so, whether any and what recommendations contained in such Report have been adopted by the Committee, and whether any and what recommendations contained in such Report have been rejected. Whether Report from Railway Commissioners has been referred to Committee, &c.

8. What planes on the Railway are proposed to be worked by assistant engines, either stationary or locomotive, with the respective lengths and inclinations of such planes. Assistant Engines.

9. Any peculiar engineering difficulties in the proposed line, and the manner in which it is intended they should be overcome Engineering difficulties.

10. The length, breadth, and height, and means of ventilation of any proposed tunnels, and whether the strata through which they are to pass are favourable or otherwise. Ventilation of Tunnels.

11. Whether in the lines proposed, the gradients and curves are generally favourable or otherwise, and the steepest gradient, exclusive of the inclined planes above referred to, and the smallest radius of a curve. Gradients and Curves

12. The length of the main line of the proposed Railway, and of its branches respectively, and on what gauge it is proposed to be constructed. Length of Line.

13. Whether it be intended that the Railway should pass on a level any Turnpike Road or Highway, and if so, to call the particular attention of The House to that circumstance. Passing Highways on a level.

14. The amount of the Estimates of the cost or other expenses to be incurred up to the time of the completion of the Railway, and whether they appear to be supported by evidence, and to be fully adequate for the purpose. Estimates.

15. The number of assents, dissents and neuters upon the line, and the length and amount of Property belonging to each class traversed by the said Railway, distinguishing Owners from Occupiers; and in the case of any Bill to vary the original Line, the above particulars with reference to such Parties only as may be affected by the proposed deviation. Assents, dissents and neuters.

16. The Name of each Engineer examined in support of the Bill, and of any examined in opposition to it. Engineers examined.

Proceedings of Committees on Bills.

Petitions in opposition.

17. The main allegations of every Petition which may have been referred to the Committee in opposition to the Preamble of the Bill, or to any of its Clauses; and whether the allegations have been considered by the Committee, and if not considered, the cause of their not having been so.

Fitness in an engineering point of view, and any other circumstances.

And the Committee shall also report generally as to the fitness, in an engineering point of view, of the projected line of Railway, and any circumstances which, in the opinion of the Committee, it is desirable The House should be informed of.

136.

Instruction to Committees on Railway Bills.

It shall be an Instruction to the Committee on every Railway Bill providing for the construction of any new Railway, or for the extension of time for the completion of any Railway, in case they shall find the Preamble thereof to be proved, to insert in the Bill one or other of the provisions following, that is to say:—

Clause to be inserted suspending Payment of Dividend until Line be opened.

In every Railway Bill promoted by an existing Railway Company, being possessed of a Railway already opened for public traffic, whereby the construction of any new line of Railway is authorized, or the time for completing any line already authorized is extended, a Clause providing that after the expiration of a period to be limited by such Bill, not exceeding Five Years from the passing of the Act, in the case of a new line, and Three Years in case of the extension of time for completing any line, the payment of any dividend on the ordinary and unguaranteed capital of such Company shall be suspended until such line shall have been completed and opened for public traffic.

Clause respecting Bond to be entered into for completion of Line.

In every Railway Bill promoted by an existing Railway Company, not being possessed of a Railway already opened for public traffic, or by persons not already incorporated, whereby the construction of any new line of Railway is authorized, a Clause to the following effect, viz.:—

Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, c. 20, a sum of £.
being one-tenth part of the amount required to be subscribed in respect of the Railway authorized by this Act, has been deposited with the Court of Chancery in England [or with the Court of Exchequer in Scotland, or the Court of Chancery in Ireland, as the case may be], [or Exchequer Bills, Stocks or Funds to the amount of £. , have been deposited or transferred pursuant to the said Act, as the case may be], in respect of the application to Parliament for this Act; Be it enacted, That, notwithstanding anything contained in the said recited Act, the said sum of £. [or the said Exchequer Bills or other Funds, as the case may be] so deposited [or transferred] as aforesaid, in respect of the application for this Act, or the interest or dividends of such sum of money [Exchequer Bills, Stocks or Funds], shall not, except upon the execution and deposit of such bond as hereinafter mentioned, be paid or transferred to or on the application of the person or persons, or the majority of the persons named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the said Company

136.

After the word "Scotland," the words "or the Court of Chancery in Ireland" have been added.

Proceedings of Committees on Bills.

Company shall, previously to the expiration of the period limited by this Act for completion of the Railway hereby authorized to be made, either open the said Railway for the public conveyance of passengers, or prove to the satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up one-half of the amount of the capital by this Act authorized to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one-half of the said capital; and if the said period shall expire before the said Company shall either have opened the said Railway for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Lords of the said Committee, the said sum of money [Exchequer Bills, Stocks or Funds], deposited [or transferred] as aforesaid, and the interest and dividends thereof, shall immediately, from and after the expiration of the said period, be forfeited to Her Majesty, and be paid and transferred by the officer or person in whose name they shall then be deposited or invested, to the account of Her Majesty's Exchequer, and when so paid and transferred, shall be carried to and form part of the Consolidated Fund of the United Kingdom of Great Britain and Ireland: Provided, That at any time after the passing of this Act, if a bond in twice the amount of the said sum of £. shall have been executed by the said Company, with one or more sureties (such bond to be prepared to the satisfaction of, and such surety or sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury), conditioned for payment to Her Majesty, Her heirs or successors, of the said sum of £. , if the said Company shall not, within the time limited for the completion of the said Railway, either open the said Railway for the public conveyance of passengers, or prove to the satisfaction of the Lords of the said Committee that the said Company have paid up one-half of the amount of the said capital by this Act authorized to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one-half of the said capital; and if such bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such sum of money [Exchequer Bills, Stocks or Funds], and the interest or dividends thereof, shall be paid [or transferred] to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them, and it shall not be necessary to produce any certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the moneys to be recovered upon such bond shall be dealt with in like manner as the said sum of money [Exchequer Bills, Stocks or Funds], and the interest or dividends thereof, would have been dealt with under this Act if such bond had not been executed and deposited as aforesaid. And the certificate of the said solicitor to the said Lords Commissioners that such bond has been executed and deposited as aforesaid, and the certificate of the Lords of the said Committee that such proof has been given to their satisfaction as aforesaid, shall respectively be sufficient evidence of the facts so certified.

Proceedings of Committees on Bills.

Where preceding Provisions are inapplicable.

In any Railway Bill to which the preceding provisions are not applicable, the Committee shall make such other provision as they shall deem necessary for ensuring the completion of the line of Railway.

137.

Committee to fix the Tolls and Charges.

The Committee on every Railway Bill shall fix the Tolls, and shall determine the maximum rates of Charge for the conveyance of Passengers, with a due amount of Luggage and of Goods on such Railway, and such rates of Charge shall include the Tolls and the costs of locomotive power, and every other expense connected with the conveyance of Passengers, with a due amount of Luggage and of Goods upon such Railway; but if the Committee shall not deem it expedient to determine such maximum rates of Charge, a Special Report, explanatory of the grounds of their omitting so to do, shall be made to The House, which Special Report shall accompany the Report of the Bill.

138.

In Bills granting preference in payment of interest, &c., provision to be made that the same shall not prejudice former grants of preference, unless Committee report otherwise.

In every Railway Bill by which it is proposed to authorize the Company to grant any preference or priority in the payment of Interest or Dividends on any Shares or Stock, there shall be inserted a Clause providing that the granting of such preference or priority shall not prejudice or affect any preference or priority in the payment of Interest or Dividends on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, unless the Committee on the Bill shall report that such Provision ought not to be required, with the Reasons on which their opinion is founded.

139.

Company not to alter any preference previously granted.

No Railway Company shall be authorized to alter the terms of any preference or priority of Interest or Dividend which shall have been granted by such Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, unless the Committee on the Bill report that such Alteration ought to be allowed, with the Reasons on which their opinion is founded, together with the number of Preference Shareholders who have assented to or dissented from such alteration.

140.

No powers of purchase in Bills for construction of a Railway.

No powers of Purchase, Sale, Lease or Amalgamation, shall be contained in any Bill for the construction of a Railway.

141.

No powers of purchase, &c. to be given, except after proof of

No powers of purchase, sale, lease or amalgamation shall be given to any Railway Company, with reference to any other undertaking already authorized by any Act or Acts, nor to

136.

This is a new clause added to the Order.

to any other incorporated Company, with reference to any Railway, unless, previously to the application to Parliament for such purpose, the several Companies who may be parties to such purchase, sale, lease or amalgamation shall have proved, to the satisfaction of the Board of Trade, that they have respectively paid up One-half of the capital authorized to be raised by any previous Act or Acts by means of Shares, and have expended for the purposes of such Act or Acts a sum equal thereto; and in case such powers shall be applied for in respect of Works intended to be authorized by any Bill or Bills of the same Session, it shall be proved to the satisfaction of the Board of Trade that such Companies have respectively paid up one-half the amount of their capital, and that the Company proposed to be empowered to construct such Works have included in such amount the capital proposed to be authorized by such Bill or Bills; and that no such powers shall be given in respect of Works intended to be authorized by any Act or Acts for which it is intended to apply in any subsequent Session.

certain matters before Board of Trade, &c.

142.

No Railway Company shall be authorized, except for the execution of its original Line or Lines sanctioned by Act of Parliament, to guarantee interest on any shares which it may issue for creating additional Capital, or to guarantee any rent or dividend to any other Railway Company, until such first-mentioned Company shall have completed and opened for traffic such original Lines.

Railway Company not to guarantee interest or dividend before completion of Line.

143.

In Bills for the Amalgamation of Railway Companies, the amount of Capital created by such Amalgamation shall in no case exceed the sum of the Capitals of the Companies so amalgamated.

Limitation of Capital on amalgamation of Companies.

144.

In Bills for empowering any Railway Company to purchase any other Railway, no addition shall be authorized to be made to the Capital of the purchasing Company, beyond the amount of the Capital of the Railway purchased; and in case such Railway shall be purchased at a premium, no addition on account of such premium shall be made to the Capital of the purchasing Company.

Additional Capital of purchasing Company not to amount to more than Capital of Company purchased.

145.

A Clause shall be inserted in every Railway Bill, prohibiting the payment of any Interest or Dividend in respect of Calls under such Bill (except the Interest by way of Discount on Subscriptions prepaid, agreeably to 8 Vict. c. 16, s. 24), out of any Capital which they have been authorized to raise either by means of Calls, or of any power of borrowing.

Clause that no Interest or Dividend be paid on Calls.

146.

A Clause shall be inserted in every Railway Bill, prohibiting any Railway Company from paying, out of the Capital which they have been authorized to raise for the purposes of any

Clause as to Deposits not to be paid out of Capital.

Proceedings of Committees on Bills.

existing Act, the Deposits required by the Standing Orders to be made for the purposes of any application to Parliament for a Bill for the construction of another Railway.

147.

Clause as to Railway not to be exempt from any General Act.

The following Clause shall be inserted in all Railway Bills passing through this House :

And be it further Enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the provisions of any General Act relating to such Acts, or of any General Act relating to Railways now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future revision and alteration, under the authority of Parliament, of the maximum rates of fares and charges authorized by this Act [or by the said recited Acts].

Letters Patent.

148.

Copy of Letters Patent to be annexed to the Bill.

When any Bill shall be brought into The House for confirming of Letters Patent, there shall be a true Copy of such Letters Patent annexed to the Bill.

Inclosure and Drainage Bills.

149.

Notices and Allegations.

Gen. Inc. Act.

In the case of any Bill for inclosing Lands, the Committee may admit proof of the Notices required by the Standing Orders, and of the Allegations in the Preamble of such Bill, by Affidavit taken and authenticated, according to the form prescribed in the Schedule to the General Inclosure Act (41 Geo. III. c. 109,) unless such Committee shall otherwise order.

150.

Consent Bill and Statement of Property to be delivered in.

The Committee on every Bill for inclosing Lands shall in the first place require the Agent for the same to deliver in to the Committee a printed copy of the Bill, signed by the Lord of the Manor (in cases where the Lord of the Manor has any interest as such in the lands to be inclosed), and by such Owners of Property within the Parish to which the Bill relates as shall have assented thereto ; but the Parties, if they shall think fit, shall be permitted to deliver in different copies of the Bill, separately signed by the several Parties hereinbefore mentioned, instead of one copy, signed by all of them collectively ; together with a List of all the Owners of Property within such Parish, showing the value according to the Poor Rate or Land Tax Assessment of each Owner's Property therein, and distinguishing which of them have assented, dissented, or are neuter in respect thereto.

151.

Consent Bill and Statement of Property to be delivered in.

The Committee on every Bill for draining Lands shall in the first place require the Agent for the same to deliver in to the Committee a printed copy of the Bill, signed by such Owners

Proceedings of Committees on Bills.

Owners and Occupiers of Property within the Parish to which the Bill relates as shall have assented thereto; but the Parties, if they shall think fit, shall be permitted to deliver in different copies of the Bill, separately signed by the several Parties hereinbefore mentioned, instead of one copy, signed by all of them collectively; together with a List of all the Owners of Property within such Parish, showing the value according to the Poor Rate or Land Tax Assessment of each Owner's Property therein, and distinguishing which of them have assented, dissented, or are neuter in respect thereto.

152.

Clause for leaving open Space for exercise and recreation.

In every Bill for inclosing Lands, provision shall be made for leaving an open space in the most appropriate situation, sufficient for purposes of exercise and recreation of the neighbouring population; and the Committee on the Bill shall have before them the number of acres proposed to be inclosed, as also of the population in the parishes or places in which the land to be inclosed is situate; and also shall see that provision is made for the efficient fencing of the allotment, for the investment of the same in the Churchwardens and Overseers of the parish in which such open space is reserved, and for the efficient making and permanent maintenance of the fences by such parish; and in any case where the information hereby required is not given, and the required provisions are not made in the Bill, the Committee on the same shall report specially to The House the reasons for not complying with such Order.

153.

Consent Bill to contain Names of Commissioners, and Compensations for Manorial Rights, Tithes and Enfranchisements.

In every Bill for inclosing Lands, the Names of the Commissioners proposed to be appointed, and the Compensation intended for the Lord of the Manor, and the Owners of Tithes, in lieu of their respective Rights, and also the Compensation intended to be made for the enfranchisement of Copyholds, where any Bargains or Agreements have been made for such Compensations, shall be inserted in the copy of the Bill presented to The House: And all copies of such Bills which shall be sent to any of the Persons interested in the said Manor, Tithes, Lands or Commons, for their Consent, shall contain the Names of such proposed Commissioners, and also the Compensations so bargained or agreed for.

154.

Disqualification of certain Persons as Commissioners, Surveyors, &c.

No Person shall be named in any Bill for inclosing Lands as a Commissioner, Umpire, Surveyor or Valuer, who shall be interested in the Inclosure to be made by virtue of such Bill; or the Agent ordinarily intrusted with the care, superintendence, or management of the Estate of any Person so interested.

155.

Clause for settling Pay of Commissioners, and passing their Accounts.

In every Bill for inclosing, draining or improving Lands there shall be inserted a Clause, providing what sum of Money in the whole, or by the day, shall be paid to each of the Commissioners to be appointed by such Bill, in satisfaction of the expense and trouble which he shall incur in the execution of the powers

Proceedings of Committees on Bills.

thereby given; and also a Clause, providing that the Account of such Commissioner or Commissioners, containing a true statement of all Sums by him or them received and expended or due to him or them for their own trouble or expenses, shall, at least once in every year, from the date of the passing of the Act till such Accounts shall be finally allowed, together with the Vouchers relating to the same, be examined by some Person or Persons to be appointed by the Bill, and the Balance by him or them stated in the Book of Accounts required to be kept in the Office of the Clerk of such Commissioners; and that no charge or item in such Accounts shall be binding on the Parties concerned, or be valid in law, unless the same shall be duly allowed by such Person or Persons.

Turnpike Roads (Ireland).

156.

Clause for Qualification of Commissioners.

In every Bill for making a Turnpike Road in Ireland, or for the continuing or amending any Act passed for that purpose, or for the increase or alteration of the existing Tolls, Rates or Duties upon any such Road, or for widening or diverting any such Road, a Clause shall be inserted, to prevent any Person who shall be nominated a Commissioner from acting or voting in the business of the said Turnpike, unless he shall be possessed of an Estate in Land, or of a Personal Estate, to such certain value as shall be specified in such Bills; and such Qualification shall be extended to the Heirs apparent of Persons possessed of an Estate in Land to a certain value to be specified.

157.

Clause for defining limits of Burial Ground, Cemetery, or Gas Works.

That in every Bill for making a Burial Ground or Cemetery, or the erection of Works for the manufacture of Gas, there shall be a Clause defining the limits within which such Burial Ground, Cemetery or Gas Works shall be erected or made.

PROCEEDINGS OF SELECT COMMITTEE ON DIVORCE BILLS.

158.

What Evidence to be given in Divorce Cases.

The Select Committee on Divorce Bills shall require evidence to be given before them that an action for damages has been brought in one of Her Majesty's Courts of Record at Westminster, or in one of Her Majesty's Courts of Record in Dublin, or in one of Her Majesty's Supreme Courts of Judicature of the Presidencies of Calcutta, Madras, Bombay or the Island of Ceylon, respectively, against the persons supposed to have been guilty of Adultery, and judgment for the plaintiff had thereupon; or sufficient cause to be shown to the satisfaction of the said Committee why such action was not brought, or such judgment was not obtained.

159.

When Petitioner for Bill to attend Committee.

The Select Committee on Divorce Bills shall, in all cases in which the Petitioner for the Bill has attended the House of Lords upon the Second Reading of the Bill, require him to attend before them to answer any questions they may think fit that he should answer.

160.

Committee to report Bill in all cases.

The Select Committee on Divorce Bills shall report every such Bill to The House, whether such Committee shall or shall not have agreed to the Preamble, or gone through the several Clauses, or any of them.

V.

THE ORDERS REGULATING THE PRACTICE OF THE HOUSE WITH REGARD TO PRIVATE BILLS.

162 A.

This is a new Order.

164.

The word " printed " has been inserted.

Practice of the House.

V.

THE ORDERS REGULATING THE PRACTICE OF THE HOUSE WITH REGARD TO PRIVATE BILLS.

161.

Petition for Bill, and how to be signed.

No Private Bill shall be brought into this House, but upon a Petition first presented, which shall have been duly deposited in the Private Bill Office, and indorsed by one of the Examiners, with a printed copy of the proposed Bill annexed: And such Petition shall be signed by the Parties, or some of them, who are Suitors for the Bill.

162.

Petitions, when to be presented.

All Petitions for Private Bills shall be presented to the House not later than Three clear Days after the same shall have been indorsed by the Examiner, or if, when the same is indorsed, the House shall not be sitting, then not later than Three clear Days after the First sitting thereof subsequent to such indorsement; and if the House shall not be sitting on the latest day on which any Petition ought to be presented, then the same shall be presented on the first day on which the House shall again sit.

162 A.

How Private Bills to be presented.

All Private Bills which have been ordered to be brought in shall be presented to the House by depositing the same in the Private Bill Office, and shall be laid, by one of the Clerks of that Office, on the Table of the House for First Reading, together with a list of such Bills.

163.

Bill, when to be presented.

No Private Bill shall be read a First Time unless it be presented not later than Three clear Days after the presentation of the Petition for leave to bring in the same; or where the Petition has been referred to the Select Committee on Standing Orders, then not later than Three clear Days after the House shall have given leave to the Parties to proceed with the Bill.

164.

Petition for additional Provision.

No Petition for additional Provision in any Private Bill will be received by this House, unless a printed Copy of the proposed Clauses be annexed thereto.

165.

Petitions for additional Provision and Estate Bills from Lords, &c. to be referred to Examiner of Petitions.

All Petitions for additional Provision in Private Bills, with the proposed Clauses annexed, and all Estate Bills brought from the House of Lords, and all Bills introduced by leave of The House in lieu of other Bills which shall have been withdrawn, after having been read a First Time, shall be referred to the Examiner of Petitions for Private Bills.

Practice of the House.

166.

Reports of Examiner to be referred to Committee on Standing Orders.

All Reports of the Examiner of Petitions for Private Bills, in which he shall report that the Standing Orders have not been complied with, and all Special Reports of the said Examiner, shall be referred to the Select Committee on Standing Orders.

167.

Petitions for Dispensation, &c. to be referred to Committee on Standing Orders.

All Petitions praying that any of the Sessional or Standing Orders of The House relating to Private Bills may be dispensed with, and all Petitions for the re-insertion of Petitions for Private Bills in the General List of Petitions, and all Petitions opposing the same, shall be presented to this House by depositing the same in the Private Bill Office; and every such Petition, so deposited, shall stand referred to the Select Committee on Standing Orders.

168.

Printed Bill to be presented.

Every Private Bill, printed on paper, of a size to be determined upon by Mr. Speaker, shall be presented to The House, with a Cover of Parchment attached to it, upon which the Title of the Bill is to be written; and the short Title of the Bill, as first entered on the Votes, shall correspond with that at the head of the Advertisement.

169.

Rates, Tolls and other Matters to be inserted in *Italics*.

The proposed amount of all Rates, Tolls, and other matters heretofore left blank in any Private Bill when presented to The House, shall be inserted in *Italics* in the printed Bill annexed to the Petition.

170.

What Bills to be printed, and when.

Every Private Bill (except Name Bills) shall be printed; and printed copies thereof delivered to the door-keepers for the use of the Members before the First Reading.

171.

Time between First and Second Reading.

There shall be not less than *Three* clear *days*, nor more than *Ten*, between the First and Second Reading of any Private Bill, except by Special Order of The House.

172.

Petition relating to Bills to be presented to House by being deposited in the Private Bill Office, and Name of Bill to be indorsed on every Petition.

Every Petition in favour of or against any Private Bill before The House, or otherwise relating thereto (not being a Petition for additional Provision), shall be presented to this House, by depositing the same in the Private Bill Office, and there shall be indorsed thereon the name or short Title by which such Bill is entered in the Votes, and a Statement that such Petition is in favour of, or against the Bill, or otherwise, as the case may be, together with the name of the Member, Party or Agent depositing the same.

168.

The words "and shall not be changed unless by special order of The House" have been omitted.

174.

After the word "Committee" the words "or any proposed Clause or Amendment" have been inserted; and the words "consideration thereof" have been omitted, and the word "same" inserted.

173.

Any Petitioner or Memorialist may withdraw his Petition or Memorial, on a requisition to that effect being deposited in the Private Bill Office, signed by him or by the Agent who deposited such Petition or Memorial; and where any such Petition or Memorial is signed by more than one person, any person signing such Petition or Memorial may withdraw his opposition by a similar requisition, signed and deposited as aforesaid.

Petitioner or Memorialist may withdraw Petition or Memorial.

174.

In cases where the Second or Third Reading of a Private Bill, or the consideration of a Bill as amended by the Committee, or any proposed Clause or Amendment, is opposed, the same shall be postponed until the day on which the House shall next sit.

When Second or Third Reading opposed to be postponed.

175.

Every Private Bill, after having been read a Second time and committed, shall be referred, if not a Railway, Canal or Divorce Bill, to the Committee of Selection; if a Railway or Canal Bill, to the General Committee on Railway and Canal Bills; and if a Divorce Bill, to the Select Committee on Divorce Bills.

Bills referred to Committee of Selection and other Committees.

176.

When The House shall have been informed by the Chairman of Ways and Means, that in his opinion any unopposed Private Bill should be treated as an opposed Bill, such Bill shall be again referred to the Committee of Selection; or in the case of a Railway or Canal Bill, to the General Committee on Railway and Canal Bills.

When unopposed Bill is to be treated as opposed, to be again referred to Committee of Selection or General Committee.

177.

Every Petition against a Private Bill which shall have been deposited in the Private Bill Office either previous to, or not later than Seven clear days after, the Second Reading of such Bill, or which shall have been otherwise deposited under the provisions of Standing Order 110, shall stand referred to the Committee on such Bill; and, subject to the Rules and Orders of this House, such Petitioners as shall have prayed to be heard, by themselves, their Counsel or Agents, shall be heard upon their Petition accordingly, if they think fit, and Counsel heard, in favour of the Bill, against such Petition.

Petition against Bill, if duly deposited in Private Bill Office, to stand referred to Committee on Bill, &c.

178.

There shall be *Fourteen* clear *Days* between the Second Reading of every Private Bill and the sitting of the Committee thereupon, except in the case of Divorce Bills, in respect of which there shall be Eight clear days, and of Name Bills and Estate Bills, (not being Bills relating to Crown, Church or Corporation property, or property held in trust for Public or Charitable purposes), in respect of which there shall be Three clear days between the Second Reading and the Committee.

Time between Second Reading and Committee.

Practice of the House.

179.

Report of Railway Department to be referred to Committee on Bill.

In the case of Railway Bills, if any Report made under the authority of the Board of Trade upon any Bill, or the objects thereof, be laid before the House, such Report shall be referred to the Committee on the Bill.

180.

Report of Bills.

The Report upon every Private Bill shall lie upon the Table; and the Bill, if amended in Committee, or a Railway Bill, when reported, shall be ordered to lie upon the Table; and every other Bill, when reported, shall be ordered to be read a Third time.

181.

Bill to be printed after Report.

Every Private Bill, as amended in Committee, shall be printed at the expense of the Parties applying for the same, and delivered to the Door-keepers for the use of the Members, *Three* clear *days* at least before the consideration of such Bill.

185.

Time between Report and Consideration of Bill, &c.

In the case of Private Bills ordered to lie upon the Table, Three clear days shall intervene between the Report and the consideration of the Bill, and no consideration of any such Bill shall take place, unless the Chairman of the Committee of Ways and Means shall have informed The House, or signified in writing to Mr. Speaker, whether the Bill contain the several provisions required by the Standing Orders.

182.

No Clause or Amendment on consideration of Bill, or on Third Reading, to be offered, unless Chairman of Ways and Means shall have informed The House, &c.

No Clause or Amendment shall be offered in The House on the consideration of any Private Bill ordered to lie upon the Table, or on the Third Reading of any Private Bill, unless the Chairman of the Committee of Ways and Means shall have informed The House, or signified in writing to Mr. Speaker, whether, in his opinion, such Clause or Amendment be such as ought or ought not to be entertained by The House, without referring the same to the Select Committee on Standing Orders.

183.

Clauses and Amendments offered on consideration of Bill or Third Reading, to be printed.

When any Clause or Amendment is offered on the consideration of any Private Bill ordered to lie upon the Table, or on the Third Reading of any Private Bill, such Clause or Amendment shall be printed at the expense of the parties: And when any Clause is proposed to be amended, it shall be printed *in extenso*, with every addition or substitution in different type, and the omissions therefrom included in brackets and underlined.

184.

When referred, no further proceeding to be had until Report of Select Committee on Standing Orders.

When any Clause or Amendment on the consideration of any Private Bill ordered to lie upon the Table, or on the Third Reading of any Private Bill, shall have been referred to the Select Committee on Standing Orders, no further proceeding on either of such stages shall be had until the Report of the said Select Committee shall have been brought up.

186. All

179.

The words " Railway Department of the " have been omitted.

180.

This Order has been verbally amended.

185.

This Order has been transposed, and placed after 181.

186 A.

This is a new Order.

190.

After the word " List " the words " and from the List of Bills presented for First Reading (*see* Order 162 A.) " have been inserted; and after " Second Reading," the words " 5. First Reading " have been inserted.

Practice of the House.

186.

All Amendments made by the House of Lords to any Private Bill shall be printed at the expense of the parties, and circulated with the Votes, prior to such Amendments being taken into consideration; and where any Clause has been amended, it shall be printed *in extenso*, with every addition or substitution in different type, and the omissions therefrom included in brackets and underlined; and when any Amendments are intended to be proposed to the Lords' Amendments, such proposed Amendments shall also be printed in like manner.

Lords' Amendments to be printed and circulated with the Votes prior to consideration, &c.

186 A.

Every Private Bill, after it has been read a Third time, shall be printed fair, at the expense of the Parties applying for the same.

Bill to be printed fair after Third Reading.

187.

In all cases where it is intended to appoint a Committee to inspect the Journals of the House of Lords with relation to any proceedings upon any Private Bill, previous notice thereof in writing shall be given by the Agent to the Clerks in the Committee Office.

Notice of Committee to inspect Lords' Journals to be given to Committee Clerks.

188.

No Private Bill shall pass through two stages on one and the same day without the special leave of The House.

Bill not to proceed two stages on same day.

189.

Except in cases of urgent and pressing necessity, no Motion shall be made to dispense with any Sessional or Standing Order of The House without due notice thereof.

Notice to be given of Motion for dispensation.

190.

Each day, so soon as The House shall be ready to proceed to Private Business, the Clerk at the Table shall read from the Private Business List, and from the List of Bills presented for First Reading (*see* Order 162 A.) the Titles of the several Bills set down therein, according to their precedence, as arranged under the following heads:—

Order of Proceedings in House on Private Business.

1. Consideration of Lords' Amendments;
2. Third Reading;
3. Consideration of Bills ordered to lie upon the Table;
4. Second Reading;
5. First Reading;

and if upon the reading of each such Title, as aforesaid, no Motion shall be made with respect to such Private Bill, the further proceedings thereon shall be adjourned until the next sitting of The House.

VI.

THE ORDERS REGULATING THE PRACTICE IN THE PRIVATE BILL OFFICE.

Practice in the Private Bill Office.

VI.

THE ORDERS REGULATING THE PRACTICE IN THE PRIVATE BILL OFFICE.

191.

Private Bill Office and Register.

A Book, to be called "THE PRIVATE BILL REGISTER," shall be kept in a Room, to be called "THE PRIVATE BILL OFFICE," in which Book shall be entered by the Clerks appointed for the business of that Office, the Name, Description and Place of Residence of the Parliamentary Agent in Town, and of the Agent in the Country (if any) soliciting the Bill; and all the Proceedings, from the Petition to the passing of the Bill:—Such Entry to specify, briefly, each day's Proceeding before the Examiners of Petitions respectively, or in The House, or in any Committee to which the Bill may be referred; the day and hour on which the Examiner or the Committee is appointed to sit; the day and hour to which the Proceedings before such Examiners or Committee may be adjourned, and the name of the Clerk attending the same. Such Book to be open to public inspection daily, in the said Office, between the hours of Ten and Six.

192.

Receipt of Plans, &c. to be acknowledged.

The receipt of all Plans, Sections, Books of Reference, Lists of Owners and Occupiers, Estimates, Copies of the Subscription Contracts, and Declarations required by the Standing Orders of The House to be lodged in the Private Bill Office, shall be acknowledged by one of the Clerks of the said Office, upon the said Documents, and upon the Petition for the Bill, when deposited.

193.

List of Petitions to be kept.

A List of all Petitions for Private Bills shall be kept in the Private Bill Office in the order of their deposit, according to such regulations as shall have been made by Mr. Speaker, which shall be called the "General List of Petitions," and each Petition therein shall be numbered.

194.

Memorials when to be deposited.

All Memorials complaining of non-compliance with the Standing Orders, in reference to Petitions for Bills deposited in the Private Bill Office on or before the 31st December, shall be deposited as follows:

Practice in the Private Bill Office.

If the same relate to Petitions for Bills numbered in the General List of Petitions;

From

1 to 100	They shall be deposited on or before - - -	January 17th.
101 to 200		„ 24th.
201 and upwards		„ 31st.

And in the case of any Petitions for Bills which may be deposited by leave of The House after the 31st December, such Memorials shall be deposited Three clear Days before the day first appointed for the examination of the Petition.

195.

Deposit of Memorials and Copies thereof in Private Bill Office.

All Memorials shall be deposited in the Private Bill Office before Six of the clock in the evening of any day on which The House shall sit, and before Two of the clock on any day on which The House shall not sit; and Two copies of every such Memorial shall be deposited for the use of the Examiners before Twelve of the clock on the following day.

196.

Time for depositing Memorials in certain cases, &c.

Every Memorial complaining of non-compliance with the Standing Orders of The House in reference to Petitions for additional provision in Private Bills, to Estate Bills brought from the House of Lords, and to Bills introduced by leave of this House in lieu of other Bills which shall have been withdrawn, and referred to the Examiners of Petitions for Private Bills, shall be deposited in the Private Bill Office, together with Two Copies thereof, before Twelve o'clock on the day preceding that appointed for the examination of any such Petition or Bill by the Examiner; and the Examiner shall be at liberty to entertain such Memorial, although the party (if any) who may be specially affected by the non-compliance with the Standing Orders shall not have signed the same.

197.

Seven clear Days' notice to be given of Examination of Petitions.

One of the Examiners shall give at least *Seven* clear days' notice in the Private Bill Office of the day appointed for the examination of each Petition for a Bill.

198.

Examination Book.

After each Private Bill has been read the First time, its Name (or short Title) shall be copied by the Clerks of the Private Bill Office, from the Clerk's Minute Book of the day, into a separate Book, to be called "THE EXAMINATION BOOK;"—wherein shall be noted the number of such Bill, according to the priority of its being read, and the date of the day of such First Reading.

199.

Custody of Bills.

Every Private Bill, after it has been read the First time and the Title copied and examined for the Votes, shall be in the custody of the Clerks of the Private Bill Office, until laid upon the Table

202.

This Order has been verbally amended, by leaving out the words " or by the Clerk to the General Committee on Railway and Canal Bills," and made to conform to previous amendments in the revised Orders; also the words " to such Committees respectively," and the words " on every Private Bill;" and by adding after " referred," the words " either to the said Committee or the General Committee on Railway and Canal Bills," and after Selection, the words " or the General Committee on Railway and Canal Bills."

204.

This Order has been verbally amended, by leaving out the words " or by the Clerk to the General Committee on Railway and Canal Bills;" also the words " or Sub-Committee on a Railway and Canal Bill;" also the words " to such Committees respectively;" and inserting the words " either to the said Committee, or the General Committee on Railway and Canal Bills."

Practice in the Private Bill Office.

Table for the Second Reading; and when committed, shall be taken by the proper Committee Clerk into his charge, till reported.

200.

Examination of Bills.

Between the First and Second Reading of every Private Bill, every such Bill shall, according to its priority, be examined, with all practicable despatch, by the Clerks of the Private Bill Office, as to its conformity with the Rules and Standing Orders of The House; and if *not* in due form, the Examining Clerk shall specify thereon the page in which any irregularity occurs, and shall enter the day of such Examination, together with his own Name, in the Examination Book.

201.

Notice of Second Reading.

Three clear *days'* Notice in writing shall be given by the Agent for the Bill, to the Clerks in the Private Bill Office, of the day proposed for the Second Reading of every Private Bill; and no such Notice shall be given until the day after that on which the Bill has been read a first time.

202.

Notice of Committees.

Except in the case of Name Bills, and Estate Bills as described in Order 178, and except in the case of Bills referred back to the Committee of Selection as unopposed, *Seven* clear days' notice shall be given by the Clerk to the Committee of Selection, to the Clerks in the Private Bill Office, of the day and hour appointed for the meeting of the Committee on every Private Bill that shall have been referred either to the said Committee or the General Committee on Railway and Canal Bills:—and in the case of such Name Bills and Estate Bills, there shall be One clear day's notice given of Committee by the Clerk to the Committee of Selection:—and in the case of Bills not referred to the Committee of Selection, or the General Committee on Railway and Canal Bills, *Seven* clear days' notice, and, in the case of a re-committed Bill, *Three* clear days' notice, shall be given by the Agents for the Bill to the Clerks in the Private Bill Office of the day and hour appointed for the meeting of the Committee, and all the proceedings of any Committee of which such notice shall not have been given, shall be void.

203.

Filled-up Bill to be deposited in Private Bill Office.

A filled-up Bill, signed by the Agent for the Bill, as proposed to be submitted to the Committee on the Bill, and in the case of a re-committed Bill, a filled-up Bill, as proposed to be submitted to the Committee on re-committal, shall be deposited in the Private Bill Office one clear day before the meeting of the Committee on every Private Bill; and all Parties shall be entitled to a Copy thereof, upon payment of the Charges for making out Amendments of such Bill.

204.

Notice of Postponement.

Notice in writing shall be given by the Clerk to the Committee of Selection, to the Clerks in the Private Bill Office, of the postponement of the first meeting of any Committee on a Private Bill which shall have been referred either to the said Committee, or the General Committee on Railway and Canal Bills, on the

Practice in the Private Bill Office.

day on which such postponement is made; and in the case of Bills not referred to the Committee of Selection, or the General Committee on Railway and Canal Bills, *One* clear day's notice shall be given by the Agents for the Bill, and, in the case of Divorce Bills, either by the Agents or by the Clerk to the Select Committee on Divorce Bills, to the Clerks in the Private Bill Office of such postponement.

205.

Notice of Adjournment.

Notice, in writing, shall be given by the Committee Clerk to the Clerks in the Private Bill Office, of the day and hour to which each Committee is adjourned.

206.

Notice of consideration of Bill.

One clear *day's* Notice, in writing, shall be given by the Agent for the Bill, to the Clerks in the Private Bill Office, of the day proposed for the consideration of every Private Bill ordered to lie upon the Table.

207.

Bill as amended in Committee to be delivered in.

The Committee Clerk, after the Report is made out, shall deliver in to the Private Bill Office a printed Copy of the Bill, with the written Amendments made in the Committee; in which Bill, all the Clauses added by the Committee shall be regularly marked in those parts of the Bill wherein they are to be inserted

207 A.

Bill printed as amended, to be examined.

Every Private Bill printed as amended in Committee (*see* Order 181), shall be examined by the Clerks in the Private Bill Office, with the Bill delivered in by the Committee Clerk, and the Examining Clerks shall indorse thereon a certificate of such examination.

208.

Notice to be given of Clauses, &c. on consideration of Bill, or Third Reading.

When it is intended to bring up any Clause or to propose any Amendment on the consideration of any Private Bill ordered to lie upon the Table, or on the Third Reading of any Private Bill, Notice shall be given thereof, in the Private Bill Office, One clear day previous to such consideration or Third Reading.

209.

Notice of Third Reading.

One clear *day's* Notice, in writing, shall be given by the Agent for the Bill, to the Clerks in the Private Bill Office, of the day proposed for the *Third Reading* of every Private Bill; and no such Notice shall be given until the day after that on which the Bill shall have been ordered to be read a Third time.

210.

Amendments on consideration of Bill and Third Reading.

The Amendments (if any) which are made on the consideration of any Private Bill ordered to lie upon the Table, and on the Third Reading of any Private Bill, and also such Amendments

207 A.

This is a new Order.

211.

This Order has been agreed to, in lieu of 211.

Practice in the Private Bill Office.

Amendments made by the House of Lords as shall have been agreed to by this House, shall be entered by one of the Clerks in the Private Bill Office upon the printed Copy of the Bill as amended in Committee; which Clerk shall sign the said Copy so amended, in order to its being deposited and preserved in the said Office.

211.

Private Bills sent to The Lords to be indorsed with Certificate of Examination.

Every Private Bill, after it has been printed fair (*see* 186 A.), shall, before the same is sent to the Lords, be examined by the Clerks in the Private Bill Office with the Bill, as read a third time; and the Examining Clerks shall indorse thereon a certificate of such examination.

212.

Notice of consideration of Lords' Amendments.

When Amendments made by the House of Lords to any Private Bill are to be taken into consideration, One clear day's Notice shall be given thereof in the Private Bill Office, and if any Amendments be intended to be proposed thereto, a copy of such Amendments shall also be deposited, and Notice given thereof, One clear day previous to the same being proposed to be taken into consideration; and no such Notice shall be given until the day after that on which such Bill shall have been returned from the House of Lords.

213.

Time for delivering Notices.

All *Notices* required to be given or deposits to be made in the Private Bill Office shall be delivered in the said Office before *Six* of the clock in the *Evening* of any day on which The House shall sit, and before *Two* of the clock on any day on which The House shall not sit; and after any day on which The House shall have adjourned beyond the following day, no Notice shall be given for the first day on which it shall again sit.

214.

Daily Lists of Committees sitting.

The Clerks in the Private Bill Office shall prepare, daily, Lists of all Private Bills, and Petitions for Private Bills upon which any Committee or Examiner is appointed to sit; specifying the Hour of meeting, and the Room where the Committee or Examiner shall sit; and the same shall be hung up in the Lobby of The House.

215.

Plans to be verified as Mr. Speaker shall direct.

Every Plan, and Book of Reference thereto, which shall be certified by The Speaker of the House of Commons, in pursuance of any Act of Parliament, shall previously be ascertained, and verified in such manner as shall be deemed most advisable by The Speaker, to be exactly conformable in all respects to the Plan and Book of Reference which shall have been signed by the Chairman of the Committee upon the Bill.

Appendix (A.)

[Form referred to in Page 15.]

No.——————

Sir,

We beg to inform you, that Application is intended to be made to Parliament in the ensuing Session for "An Act" [*here insert the Title of the Act*], and that the Property mentioned in the annexed Schedule, or some Part thereof, in which we understand you are interested as therein stated, will be required for the Purposes of the said Undertaking, according to the Line thereof as at present laid out, or may be required to be taken under the usual Powers of Deviation to the Extent of Yards on either side of the said Line which will be applied for in the said Act, and will be passed through in the Manner mentioned in such Schedule.

We also beg to inform you, that a Plan and Section of the said Undertaking, with a Book of Reference thereto, have been or will be deposited with the [*several Clerks of the Peace, or principal Sheriff Clerks, as the case may be*] of the Counties of [*specify the Counties in which the Property is situate*], on or before the 30th of November, and that Copies of so much of the said Plan and Section as relates to the [*Parish or extra-parochial place, as the case may be*], in which your Property is situate, with a Book of Reference thereto, have been or will be deposited for public Inspection with the [*Clerk of the said Parish, Clerk of the Parish of adjoining to such extra-parochial place, Schoolmaster of the Parish, Session Clerk, Town Clerk of the Royal Burgh, or the Clerk of the Union in which such Parish is included, as the case may be*], on or before the 30th day of November, on which Plans your Property is designated by the Numbers set forth in the annexed Schedule.

As we are required to report to Parliament whether you assent to or dissent from the proposed Undertaking, or whether you are neuter in respect thereto, you will oblige us by writing your Answer of Assent, Dissent or Neutrality in the Form left herewith, and returning the same to us with your Signature on or before the day of next; and if there should be any Error or Misdescription in the annexed Schedule, we shall feel obliged by your informing us thereof, at your earliest convenience, that we may correct the same without delay.

We are, Sir,

Your most obedient servants,

To

Note.—If the Application be forwarded by Post, the words "Parliamentary Notice" are to be printed or written on the cover.

SCHEDULE referred to in the foregoing Notice, describing the Property therein alluded to, and the Manner in which the Line of the proposed Work, as delineated upon the Plan and Section, will affect the same.

—	Parish, Township, Townland or Extra-parochial Place.	Number on Plans.	Description.	Owner.	Lessee.	Occupier.	Description of the Section of the Line deposited, showing the greatest Height of Embankment, and Depth of Cutting where the Property is intersected by the centre line of the proposed Work.
Property in the Line of the proposed Work, as at present laid out (including Property any part of which is within Eleven yards, or thereabouts, of the centre line of such proposed Work, as delineated upon the Plan).							

—	Parish, Township, Townland, or Extra-parochial Place.	Number on Plans.	Description.	Owner.	Lessee.	Occupier.
Property within the Limits of the Deviation intended to be applied for.						

Note.—Where the Property is not intersected by the centre Line, the description of the Section is not given in the last column.

Appendix (B)

ANNO PRIMO VICTORIÆ REGINÆ.

Cap. LXXXIII.

AN ACT to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.

WHEREAS the Houses of Parliament are in the habit of requiring that, previous to the introduction of any Bill into Parliament for making certain bridges, turnpike-roads, cuts, canals, reservoirs, aqueducts, waterworks, navigations, tunnels, archways, railways, piers, ports, harbours, ferries, docks and other works, to be made under the authority of Parliament, certain maps or plans and sections, and books and writings, or extracts or copies of or from certain maps, plans or sections, books and writings, shall be deposited in the office of the clerk of the peace for every county, riding or division in England or Ireland, or in the office of the sheriff clerk of every county in Scotland, in which such work is proposed to be made, and also with the parish clerk in every parish in England, the schoolmaster of every parish of Scotland, or in Royal Burghs with the town clerk, and the postmaster of the post town in or nearest to every parish in Ireland, in which such work is intended to be made, and with other persons: And whereas it is expedient that such maps, plans, sections, books, writings and copies or extracts of and from the same, should be received by the said clerks of the peace, sheriff clerks, parish clerks, schoolmasters, town clerks, postmasters and other persons, and should remain in their custody for the purposes hereinafter mentioned; BE it therefore Enacted by The Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That whenever either of the Houses of Parliament shall by its Standing Orders, already made or hereafter to be made, require that any such maps, plans, sections, books or writings, or extracts or copies of the same, or any of them, shall be deposited as aforesaid, such maps, plans, sections, books, writings, copies and extracts shall be received by and shall remain with the clerks of the peace, sheriff clerks, parish clerks, schoolmasters, town clerks, postmasters and other persons with whom the same shall be directed by such Standing Orders to be deposited, and they are hereby respectively directed to receive and to retain the custody of all such documents and writings so directed to be deposited with them respectively, in the manner and for the purposes and under the rules and regulations concerning the same respectively directed by such Standing Orders, and shall make such memorials and endorsements on and give such acknowledgments and receipts in respect of the same respectively as shall be thereby directed.

Clerks of the Peace, &c. to receive the Documents herein mentioned, and retain them for the purposes directed by the Standing Orders of the Houses of Parliament.

II. And be it further Enacted, That all persons interested shall have liberty to, and the said clerks of the peace, sheriff clerks, parish clerks, schoolmasters, town clerks and postmasters, and every of them, are and is hereby required, at all reasonable hours of the day, to permit all persons interested to inspect during a reasonable time and make extracts from or copies of the said maps, plans, sections, books, writings, extracts and copies of or from the same, so deposited with them respectively, on payment by each person to the clerk of the peace, sheriff clerk, clerk of the parish, schoolmaster, town clerk or postmaster having the custody of any such map, plan, section, book, writing, extract or copy, One Shilling for every such inspection, and the further sum of One Shilling for every hour during which such inspection shall continue after the first hour, and after the rate of Sixpence for every One hundred words copied therefrom.

Clerks of the Peace, &c. to permit such Documents to be inspected or copied by persons interested.

III. And be it further Enacted, That in case any clerk of the peace, sheriff clerk, parish clerk, schoolmaster, town clerk, postmaster or other person, shall in any matter or thing refuse or neglect to comply with any of the provisions hereinbefore contained, every clerk of the peace, sheriff clerk, parish clerk, schoolmaster, town clerk, postmaster or other person shall for every such offence forfeit and pay any sum not exceeding the sum of Five Pounds; and every such penalty shall, upon proof of the offence before any Justice of the Peace for the county within which such offence shall be committed, or by the confession of the party offending, or by the oath of any credible witness, be levied and recovered, together with the costs of the proceedings for the recovery thereof, by distress and sale of the goods and effects of the party offending, by warrant under the hand of such Justice, which warrant such Justice is hereby empowered to grant, and shall be paid to the person or persons making such complaint; and it shall be lawful for any such Justice of the Peace to whom any complaint shall be made of any offence committed against this Act to summon the party complained of before him, and on such summons to hear and determine the matter of such complaint in a summary way, and on proof of the offence to convict the offender, and to adjudge him to pay the penalty or forfeiture incurred, and to proceed to recover the same, although no information in writing or in print shall have been exhibited or taken by or before such Justice; and all such proceedings by summons without information shall be as good, valid and effectual to all intents and purposes as if an information in writing had been exhibited.

Clerks of the Peace, &c. for every omission to comply with the provisions of this Act, liable to the Penalty of 5 *l.*, to be recovered in a summary way.

Appendix (C.)

ANNO NONO VICTORIÆ REGINÆ.

Cap. XX.

AN ACT to amend an Act of the Second Year of Her present Majesty, for providing for the Custody of certain Monies paid in pursuance of the Standing Orders of either House of Parliament by Subscribers to Works or Undertakings to be effected under the Authority of Parliament.

1 & 2 Vict., c. 117.

WHEREAS an Act was passed in the second year of the reign of Her present Majesty Queen Victoria, intituled, "An Act to provide for the Custody of certain Monies paid in pursuance of the Standing Orders of either House of Parliament, by Subscribers to Works or Undertakings to be effected under the Authority of Parliament:" And whereas it is expedient that the said Act should be repealed and should be re-enacted, with such modifications, extensions and alterations as after mentioned: BE it therefore Enacted, by The Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, That the said Act shall be and is hereby repealed: Provided always, That all acts done under the provisions of the said Act shall be good, valid and effectual to all intents and purposes, and that all sums of money paid under the provisions of the said Act shall be dealt with in all respects as if this Act had not been passed.

Recited Act repealed. Monies already paid in to be dealt with as directed by former Act.

Authority to deposit.

II. And be it Enacted, That in all cases in which any sum of money is required by any Standing Order of either House of Parliament, either now in force or hereafter to be in force, to be deposited by the subscribers to any work or undertaking which is to be executed under the authority of an Act of Parliament, if the director or person or directors or persons having the management of the affairs of such work or undertaking, not exceeding Five in number, shall apply to one of the Clerks in the office of the Clerk of the Parliaments with respect to any such money required by any Standing Order of the Lords Spiritual and Temporal in Parliament assembled, or to one of the Clerks of the Private Bill Office of the House of Commons with respect to any such money required by any Standing Order of the Commons in Parliament assembled, to be deposited, it shall be lawful for the Clerk so applied to, by warrant or order under his hand, to direct that such sum of money shall be paid in manner hereinafter mentioned; (that is to say) into the Bank of England in the name and with the privity of the Accountant-general of the Court of Chancery in England, if the work or undertaking in respect of which the sum of money is required to be deposited is intended to be executed in that part of the United Kingdom called England; or into any of the Banks in Scotland established by Act of Parliament or Royal Charter in the name and with the privity of The Queen's Remembrancer of the Court of Exchequer in Scotland, at the option of the person or persons making such application as aforesaid, in case such work or undertaking is intended to be executed in that part of the United Kingdom called Scotland; or into the Bank of Ireland in the name and with the privity of the Accountant-general of the Court of Chancery in Ireland, in case such work or undertaking is intended to be made or executed in that part of the United Kingdom called Ireland; and such warrant or order shall be a sufficient authority for the Accountant-general of the Court of Chancery in England, the Queen's Remembrancer of the Court of Exchequer in Scotland, and the Accountant-general of the Court of Chancery in Ireland, respectively, to permit the sum of money directed to be paid by such warrant or order to be placed to an account opened or to be opened in his name in the bank mentioned in such warrant or order.

Payment of Deposit.

III. And be it Enacted, That it shall be lawful for the person or persons named in such warrant or order, or the survivors or survivor of them, to pay the sum mentioned in such warrant or order into the bank mentioned in such warrant or order in the name and with the privity of the officer or person in whose name such sum shall be directed to be paid by such warrant or order, to be placed to his account there ex-parte the work or undertaking mentioned in such warrant or order, pursuant to the method prescribed by any Act or Acts for the time being in force for regulating monies paid into the said Courts, and pursuant to the General Orders of the said Court respectively, and without fee or reward; and every such sum so paid in, or the securities in or upon which the same may be invested as hereinafter mentioned, or the stocks, funds or securities authorized to be transferred or deposited in lieu thereof as hereinafter mentioned, shall there remain until the same, with all interest and dividends (if any) accrued thereon, shall be paid out of such bank, in pursuance of the provisions of this Act: Provided always, That in case any such director or person, directors or persons, having the management of any such proposed work or undertaking as aforesaid, shall have previously invested in the Three per Centum Consolidated or the Three per Centum Reduced Bank Annuities, Exchequer Bills, or other Government Securities, the sum or sums of money required by any such Standing Order of either House of Parliament as aforesaid to be deposited by the subscribers to any work

or

or undertaking which is to be executed under the authority of an Act of Parliament, it shall be lawful for the person or persons named in such warrant or order, or the survivors or survivor of them, to deposit such Exchequer Bills or other Government securities in the bank mentioned in such warrant or order in the name and with the privity of the officer or person in whose name such sum shall by such warrant or order be directed to be paid, or to transfer such Government stocks or funds into the name of the officer or person; and such transfer or deposit shall be directed by such Clerk of the Office of the Clerk of the Parliaments, or such Clerk of the Private Bill Office of the House of Commons, as the case may be, in lieu of payment of so much of the sum of money required to be deposited as aforesaid as the same Exchequer Bills, or other the Government stocks or funds, will extend to satisfy at the price at which the same were originally purchased by the said person or persons, director or directors, as aforesaid, such price to be proved by production of the broker's certificate of such original purchase.

Investment of Deposit.

IV. And be it Enacted, That if the person or persons named in such warrant or order, or the survivors or survivor of them, desire to have invested any sum so paid into the Bank of England or the Bank of Ireland, or any interest or dividend which may have accrued on any stocks or securities so transferred or deposited as aforesaid, the Court in the name of whose Accountant-general the same may have been paid may, on a Petition presented to such Court, in a summary way by him or them, order that such sum or such interest or dividends shall, until the same be paid out to the parties entitled to the same in pursuance of this Act, be laid out in the Three per Centum Consolidated or Three per Centum Reduced Bank Annuities, or any Government security or securities, at the option of the aforesaid person or persons, or the survivor or survivors of them.

Repayment of Deposit.

V. And be it Enacted, That on the termination of the Session of Parliament in which the Petition or Bill for the purpose of making or sanctioning any such work or undertaking shall have been introduced into Parliament, or if such Petition or Bill shall be rejected or finally withdrawn by some proceeding in either House of Parliament, or shall not be allowed to proceed, or if the person or persons by whom the said money was paid or security deposited, shall have failed to present a Petition, or if an Act be passed authorizing the making of such work or undertaking, and if in any of the foregoing cases the person or persons named in such warrant or order, or the survivors or survivor of them, or the majority of such persons, apply by Petition to the Court in the name of whose Accountant-general the sum of money mentioned in such warrant or order shall have been paid, or such Exchequer Bills, stocks, or funds shall have been deposited or transferred as aforesaid, or to the Court of Exchequer in Scotland, in case such sum of money shall have been paid in the name of the said Queen's Remembrancer, the Court in the name of whose Accountant-general or Queen's Remembrancer such sum of money shall have been paid, or such Exchequer Bills, stocks or funds shall have been deposited or transferred, shall by order direct the sum of money paid in pursuance of such warrant or order, or the stocks, funds or securities in or upon which the same may have been invested, and the interest or dividends thereof, or the Exchequer Bills, stocks or funds so deposited or transferred as aforesaid and the interest and dividends thereof, to be paid or transferred to the party or parties so applying, or to any other person or persons whom they may appoint in that behalf; but no such order shall be made in the case of any such Petition or Bill being rejected or not being allowed to proceed, or being withdrawn or not being presented, or of an Act being passed authorizing the making of such work or undertaking, unless upon the production of the certificate of the Chairman of Committees of the House of Lords with reference to any proceeding in the House of Lords, or of the Speaker of the House of Commons, with reference to any proceeding in the House of Commons, that the said Petition or Bill was rejected or not allowed to proceed, or was withdrawn during its passage through one of the Houses of Parliament, or was not presented, or that such Act was passed, which certificate the said Chairman or Speaker shall grant on the application in writing of the person or persons, or the majority of the persons, named in such warrant, or the survivor or survivors of them: Provided always, That the granting of any such certificate, or any mistake or error therein or in relation thereto, shall not make the Chairman or Speaker signing the same liable in respect of any monies, stocks, funds and securities which may be paid, deposited, invested or transferred in pursuance of the provisions of this Act, or the interest or dividends thereof.

Granting Certificate &c. not to make the Chairman or Speaker signing the same liable.

STANDING ORDERS relative to PUBLIC MATTERS.

Bills respecting Religion.

[30 April 1772.]

THAT no Bill relating to Religion, or the alteration of the Laws concerning Religion, be brought into this House, until the Proposition shall have been first considered in a Committee of the whole House, and agreed unto by The House.

Bills respecting Trade.

[9 April 1772.]

THAT no Bill relating to Trade, or the alteration of the Laws concerning Trade, be brought into The House, until the Proposition shall have been first considered in a Committee of the whole House, and agreed unto by The House.

Applications for Public Money.

[25 June 1852.]

THAT this House will receive no Petition for any Sum of Money, relating to Public Service, or proceed upon any Motion for granting any Money, but what is recommended from The Crown.

[29 March 1707.]

That this House will not proceed upon any Petition, Motion or Bill, for granting any Money, or for releasing or compounding any Sum of Money owing to The Crown, but in a Committee of the whole House.

[25 June 1852.]

That if any Motion be made in The House for any Public Aid, or Charge upon the people, the consideration and debate thereof shall not be presently entered upon, but shall be adjourned till such further day as The House shall think fit to appoint, and then it shall be referred to a Committee of the whole House before any Resolution or Vote of The House do pass therein.

[25 March 1715.]

That this House will not receive any Petition for compounding any Sum of Money owing to The Crown, upon any branch of the Revenue, without a Certificate from the proper Officer or Officers annexed to the said Petition, stating the Debt, what Prosecutions have been made for the Recovery of such Debt, and setting forth how much the Petitioner and his Security are able to satisfy thereof.

[22 February 1821.]

That this House will not proceed upon any Motion for an Address to The Crown, praying that any money may be issued, or that any expense may be incurred, but in a Committee of the whole House.

Pecuniary Penalties.

[24 July 1849.]

THAT with respect to any Bill brought to this House from the House of Lords, or returned by the House of Lords to this House, with Amendments, whereby any pecuniary penalty, forfeiture or fee shall be authorized, imposed, appropriated, regulated, varied, or extinguished, this House will not insist on its ancient and undoubted privileges in the following cases:

1. When the object of such pecuniary penalty or forfeiture is to secure the execution of the Act, or the punishment or prevention of offences.

2. Where such fees are imposed in respect of benefit taken or service rendered under the Act, and in order to the execution of the Act, and are not made payable into the Treasury or Exchequer, or in aid of the Public Revenue, and do not form the ground of public accounting by the parties receiving the same, either in respect of deficit or surplus.

3. When such Bill shall be a Private Bill for a Local or Personal Act.

Temporary Laws.

[24 July 1849.]

THAT the precise duration of every Temporary Law be expressed in a distinct Clause at the end of the Bill.

Presentation of Public Petitions.

[14 April 1842.]

THAT every Member offering to present a Petition to The House, not being a Petition for a Private Bill, or relating to a Private Bill before The House, do confine himself to a statement of the Parties from whom it comes, of the number of signatures attached to it, and of the material allegations contained in it, and to the reading of the prayer of such Petition.

That every such Petition not containing matter in breach of the Privileges of this House, and which, according to the Rules or usual Practice of this House, can be received, be brought to the Table by the direction of The Speaker, who shall not allow any Debate, or any Member to speak upon, or in relation to, such Petition; but it may be read by the Clerk at the Table, if required.

That, in the case of such Petition complaining of some present personal grievance, for which there may be an urgent necessity for providing an immediate remedy, the matter contained in such Petition may be brought into discussion on the presentation thereof.

That all other such Petitions, after they shall have been ordered to lie on the Table, be referred to the Committee on Public Petitions, without any Question being put; but if any such Petition relate to any matter or subject, with respect to which the Member presenting it has given Notice of a Motion, and the said Petition has not been ordered to be printed by the Committee, such Member may, after Notice given, move that such Petition be printed with the Votes.

That, subject to the above regulations, Petitions against any Resolution or Bill imposing a Tax or Duty for the current service of the year, be henceforth received, and the usage under which The House has refused to entertain such Petitions be discontinued.

Members' Places.

[6 April 1835.]

THAT no Member's name be affixed to any seat in the House before the hour of Prayers; and that the Speaker do give directions to the doorkeepers accordingly.

Strangers.

[5 February 1845.]

THAT the Serjeant-at-Arms attending this House do, from time to time, take into his custody any Stranger whom he may see, or who may be reported to him to be, in any part of the House or Gallery appropriated to the Members of this House, and also any Stranger who, having been admitted into any other part of the House or Gallery, shall misconduct himself, or shall not withdraw when Strangers are directed to withdraw, while The House, or any Committee of the whole House, is sitting; and that no person so taken into custody be discharged out of custody without the special order of The House.

That no Member of this House do presume to bring any Stranger into any part of the House or Gallery appropriated to the Members of this House, while The House, or a Committee of the whole House, is sitting.

Prayers.

[25 June 1852.]

THAT the Serjeant-at-Arms attending this House do, from time to time, when the House is going to Prayers, give Notice thereof to all Committees; and that all proceedings of Committees, after such Notice, be declared to be null and void.

Letters.

[25 June 1852.]

THAT, to prevent the intercepting or losing of Letters directed to Members of this House, the person appointed to bring Letters from the General Post Office to this House, or some other person to be appointed by the Postmaster-General, do for the future, every day during the Session of Parliament, Sundays excepted, constantly attend, from Ten of the clock in the morning till Seven in the afternoon, at the place appointed for the delivery of the said Letters, and take care, during his stay there, to deliver the same to the several Members to whom they shall be directed, or to their known servant or servants, or other persons bringing notes under the hands of the Members sending for the same.

That the said Officer do, upon his going away, lock up such Letters as shall remain undelivered; and that no Letter be delivered but within the hours aforesaid.

That the said Orders be sent to the Postmaster-General at the commencement of each Session.

That, when any Letter or Packet directed to this House shall come to Mr. Speaker, he do open the same; and acquaint the House, at their next sitting, with the contents thereof, if proper to be communicated to this House.

Public Business.

[25 June 1852, amended 5 August 1853, and 19 July 1854.]

THAT, unless The House shall otherwise direct, all Orders of the Day set down in the Order Book for Mondays, Wednesdays and Fridays, shall be disposed of before The House will proceed upon any Motions of which Notics shall have been given.

That at the time fixed for the commencement of Public Business, on days on which Orders have precedence of Notices of Motions, and after the Notices of Motions have been disposed of on all other days, Mr. Speaker do direct the Clerk at the Table to read the Orders of the Day, without any Question being put.

That the Orders of the Day be disposed of in tne order in which they stand upon the Paper; the right being reserved to Her Majesty's Ministers of placing Government Orders at the head of the List, in the rotation in which they are to be taken on the days on which Government Bills have precedence.

That no Notice shall be given beyond the period which shall include the Four Days next following on which Notices are entitled to precedence; due allowance being made for any intervening adjournment of The House, and the period being in that case so far extended as to include Four Notice Days falling during the sitting of The House.

That The House do meet every Wednesday, at Twelve o'clock at noon, for Private Business, Petitions, Orders of the Day, and Notices of Motions, and do continue to sit until Six o'clock, unless previously adjourned.

That when such business has been disposed of, or at Six o'clock precisely, notwithstanding there may be business under discussion, Mr. Speaker do adjourn The House, without putting any Question.

That the business under discussion, and any business not disposed of at the time of such Adjournment, do stand as Orders of the Day for the next day on which The House shall sit.

That at a quarter before Six o'clock on Wednesday, the Debate on any business then under discussion shall stand adjourned to the next day on which The House shall sit; after which no opposed business shall be proceeded with.

That whenever The House shall be in Committee on Wednesday at a quarter before Six o'clock, the Chairman do report Progress, and Mr. Speaker do resume the Chair.

That whenever the House shall meet, for despatch of business, before Two o'clock, except Wednesday and Saturday, unless The House shall otherwise order, The House will resume its sitting at Six o'clock; and when business has not been disposed of at Ten minutes before Four o'clock, unless The House shall otherwise order, Mr. Speaker shall adjourn the Debate on any business then under discussion, or the Chairman shall report Progress, as the case may be, and no opposed business shall then be proceeded with.

That when such business has not been disposed of at Four o'clock, unless The House shall otherwise order, Mr. Speaker (or the Chairman, in case The House shall be in Committee) do leave the Chair, and The House will resume its sitting at Six o'clock, when the Orders of the Day not disposed of at the morning sitting, and any Motion which was under discussion at Ten minutes to Four o'clock, shall be set down in the Order Book after the other Orders of the Day.

That whenever The House shall be in Committee at Four o'clock, the Chairman do report Progress when The House resumes its sitting.

That all Dropped Orders of the Day be set down in the Order Book after the Orders of the Day for the next day on which the House shall sit.

That when any Bill shall be presented by a Member, in pursuance of an Order of this House, or shall be brought from the Lords, the Questions "That this Bill be now read a first time," and "That this Bill be printed," shall be decided without Amendment or Debate.

That

THAT the Committees of Supply and Ways and Means shall be fixed for Monday, Wednesday and Friday, and for any other day on which Orders of the Day shall have precedence of Notices of Motions.

THAT when a Bill or other matter (except Supply, or Ways and Means) has been partly considered in Committee, and the Chairman has been directed to report Progress, and ask leave to sit again, and The House shall have ordered that the Committee shall sit again on a particular day, The Speaker shall, when the order for the Committee has been read, forthwith leave the Chair, without putting any question, and The House shall thereupon resolve itself into such Committee.

THAT at the close of the Proceedings of a Committee of the whole House on a Bill, the Chairman shall report the Bill forthwith to The House, and when Amendments shall have been made thereto, the same shall be received, without debate, and a time appointed for taking the same into consideration.

[19 July 1854.]

THAT it be an Instruction to all Committees of the whole House to which Bills may be committed, that they have power to make such Amendments therein as they shall think fit, provided they be relevant to the subject-matter of the Bill; but that if any such Amendments shall not be within the Title of the Bill, they do amend the Title accordingly, and do report the same specially to The House.

THAT the Questions for reading a Bill a First and Second Time in a Committee of the whole House be discontinued.

THAT in going through a Bill no Questions shall be put for the filling up words already printed in *italics*, and commonly called blanks, unless exception be taken thereto; and if no alterations have been made in the words so printed in *italics*, the Bill shall be reported without Amendments, unless other Amendments have been made thereto.

THAT on a Clause being offered in the Committee on the Bill, or on the consideration of Report or Third Reading of a Bill, Mr. Speaker or the Chairman do desire the Member to bring up the same, whereupon it shall be read a First Time without Question put, but no Clause shall be offered on consideration of Report or Third reading without notice.

THAT Lords' Amendments to Public Bills shall be appointed to be considered on a future day, unless The House shall order them to be considered forthwith.

THAT every Report from a Committee of the whole House be brought up without any Question being put.

THAT Bills which may be fixed for consideration in Committee on the same day, whether in Progress or otherwise, may be referred together to a Committee of the whole House, which may consider on the same day all the Bills so referred to it, without the Chairman leaving the Chair on each separate Bill; provided that, with respect to any Bill not in Progress, if any Member shall raise an objection to its consideration, such Bill shall be postponed.

STRANGERS AND DIVISIONS.

[19 July 1854.]

THAT, except when Mr. Speaker or the Chairman of a Committee of the whole House shall otherwise direct, his order for the withdrawal of Strangers during a Division, shall be understood to apply to Strangers occupying seats below the Bar and in the Front Gallery, and shall be enforced by the Serjeant-at-Arms accordingly.

THAT so soon as the voices have been taken, the clerk shall turn a two-minute sand-glass, to be kept on the table for that purpose, and the doors shall not be closed until after the lapse of two minutes, as indicated by such sand-glass.

THAT the doors shall be closed so soon after the lapse of two minutes as the Speaker or the Chairman of the Committee of the whole House shall think proper to direct.

Select Committees.

[25 June 1852.]

"THAT no Select Committee shall, without leave of The House, consist of more than Fifteen Members; that such leave shall not be moved for without Notice; and that in the case of Members proposed to be added or substituted after the first appointment of the Committee, the Notice shall include the Names of the Members proposed to be added or substituted.

That every Member intending to move for the appointment of a Select Committee, do endeavour to ascertain previously whether each Member proposed to be named by him, on such Committee, will give his attendance thereupon.

That every Member intending to move for the appointment of a Select Committee, shall, One day next before the nomination of such Committee, place on the Notices the Names of the Members intended to be proposed by him, to be Members of such Committee.

That lists be affixed in some conspicuous place in the Committee *Office, and in the Lobby of the House, of all Members serving on each Select Committee.

That to every Question asked of a Witness under examination, in the Proceedings of any Select Committee, there be prefixed in the Minutes of the Evidence the Name of the Member asking such Question.

That the Names of the Members present each day on the sitting of any Select Committee be entered on the Minutes of Evidence, or on the Minutes of the Proceedings of the Committee (as the case may be), and reported to the House on the Report of such Committee.

That in the event of any Division taking place in any Select Committee, the Question proposed, the Name of the Proposer, and the respective Votes thereupon of each Member present, be entered on the Minutes of Evidence, or on the Minutes of the Proceedings of the Committee (as the case may be), and reported to the House on the Report of such Committee.

That if, at any time during the sitting of a Select Committee of this House, the Quorum of Members fixed by The House shall not be present, the Clerk of the Committee shall call the attention of the Chairman to the fact, who shall thereupon suspend the Proceedings of the Committee until a Quorum be present, or adjourn the Committee to some future day.

* The word "Clerks" has been omited.

[5 August 1853.]

A TABLE of the FEES to be charged at The House of Commons.

FEES to be paid by the PROMOTERS of a PRIVATE BILL.

	£.	s.	d.
On the deposit of the Petition, Bill, Plan, or any other Document in the Private Bill Office	5	–	–
For every day on which the Examiners shall inquire into the compliance with the Standing Orders	5	–	–
For Proceedings in the House.			
On the presentation of the Petition for the Bill	5	–	–
On the First Reading of the Bill	15	–	–
On the Second Reading of the Bill	15	–	–
On the Report from the Committee on the Bill	15	–	–
On the Third Reading of the Bill	15	–	–

Bills from the Lords, commonly called Estate Bills, Divorce Bills, Naturalization Bills and Name Bills, to be charged only one-half of the preceding Fees.

The preceding Fees on the Petition, First, Second and Third Readings, and Report, to be increased according to the money to be raised or expended under the authority of any Bill for the execution of a Work, in conformity with the following Scale :—

If the sum be	50,000*l.*,	and under	100,000*l.*	twice the amount of such Fees.	
„	100,000*l.*	„	200,000*l.*	three times	„
„	200,000*l.*	„	300,000*l.*	four „	„
„	300,000*l.*	„	400,000*l.*	five „	„
„	400,000*l.*	„	500,000*l.*	six „	„
„	500,000*l.*	„	750,000*l.*	seven „	„
„	750,000*l.*	„	1,000,000*l.*	eight „	„
„	1,000,000*l.*	„	1,500,000*l.*	nine „	„
„	1,500,000*l.*	„	2,000,000*l.*	ten „	„

And at the same rate of increase for every additional 500,000*l.*, up to five millions, and further at the like rate of increase for every additional million beyond five millions.

For Proceedings before any Committee.

For every day on which the Committee shall sit,—	£.	s.	d.
If the Promoters of the Bill appear by Counsel	10	–	–
If they appear without Counsel	5	–	–

FEES to be paid by the OPPONENTS of a PRIVATE BILL.

	£.	s.	d.
On the deposit of every Memorial complaining that the Standing Orders have not been complied with	1	–	–
On the presentation or deposit of every Petition against a Private Bill	2	–	–

For PROCEEDINGS before the EXAMINERS, or before any COMMITTEE.

	£.	s.	d.
For every day on which the Examiners shall inquire into any Memorial complaining of a non-compliance with the Standing Orders	3	–	–
For every day on which the Petitioners appear by Counsel before any Committee	5	–	–
If they appear without Counsel	3	–	–

GENERAL FEES.

	£.	s.	d.
On every Motion, Order or Proceeding in the House upon a Private Bill, Petition, or matter not otherwise charged	1	–	–
For Copies of all Papers and Documents, at the rate of 72 words in every folio,—			
If five folios or under	–	2	6
If above five folios, per folio	–	–	6
For the Copy of a Plan made by the parties	1	–	–
For the inspection of a Plan, or of any document	–	5	–
For every Plan or Document certified by The Speaker pursuant to any Act of Parliament	10	–	–
For every day on which any parties shall be heard by Counsel at the Bar, from each side	10	–	–
For every day on which a Committee of the whole House shall sit on a Private Bill or matter	6	–	–
For serving any Summons or Order on a Private Bill or matter	1	–	–
For Riding Charges, if on any Private Bill or matter, per mile	–	1	–
For every Order for the commitment or discharge of any person	1	–	–
For taking any person into custody for a Breach of Privilege or Contempt	5	–	–
For taking any person into custody for any other cause	2	–	–
For every day on which any person shall be in custody	1	–	–
For Riding Charges, per mile	–	–	6

FEES to be paid on the TAXATION of COSTS on PRIVATE BILLS.

	£.	s.	d.
For every application or reference to "The Taxing Officer of the House of Commons," for the Taxation of a Bill of Costs	1	–	–
For every £.100 of any Bill which shall be allowed by the Taxing Officer	1	–	–
For every Bill under £.100	1	–	–
On the deposit of every Memorial complaining of a Report of the Taxing Officer	1	–	–
For every Certificate which shall be signed by The Speaker	1	–	–
For Copies of any Documents in the office of the Taxing Officer, per folio of seventy-two words	–	1	–

That the same Fees be paid in case The Speaker shall refer to the Taxing Officer any Bill of Costs, under the authority of an Act of the sixth year of his late Majesty King George the Fourth, "To establish a Taxation of Costs on Private Bills in the House of Commons."

That every Bill for the particular interest or benefit of any person or persons, whether the same be brought in upon Petition, or Motion, or Report from a Committee, or brought from the Lords, hath been and ought to be deemed a Private Bill within the meaning of the Table of Fees.

FEES to be taken by the SHORT HAND WRITER.	£.	*s.*	*d.*
For every day he shall attend - - - - - -	2	2	–
For the transcript of his notes, per folio of 72 words - -	–	–	9

The preceding Fees shall be charged, paid and received at such times, in such manner, and under such regulations, as The Speaker shall from time to time direct.

Mercurij, 19° *die Julij*, 1854.

Ordered, THAT the Standing Orders of this House be Printed.

REPORT

FROM THE

SELECT COMMITTEE

ON

STANDING ORDERS REVISIO

?55.

Ordered, by The House of Commons, *to be Printe*
4 *July* 1855.